

Exhibit 3

Thorsen Declaration

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

)				
)				
In re:)			Case No. 12-12020 (MG)	
)				
RESIDENTIAL CAPITAL, LLC, <u>et al.</u> ,)			Chapter 11	
)				
Debtors.)			Jointly Administered	
)				

**DECLARATION OF CHRISTOPHER E. THORSEN IN SUPPORT OF THE RESCAP
BORROWER CLAIMS TRUST’S OBJECTION TO CLAIM NO. 1094 FILED BY
HARRY W. MILLER III., AS COUNSEL FOR MARY MARTIN**

I, Christopher E. Thorsen, hereby declare as follows:

1. I am over the age of 21 and competent to testify in this matter. I have personal knowledge of the matters stated herein unless otherwise indicated.

2. I am an attorney licensed to practice in the State of Tennessee. I am a partner at the law firm Bradley Arant Boult Cummings LLP, and my office address is 1600 Division Street, Suite 700, Nashville, Tennessee 37203.

3. I am counsel of record for Homecomings Financial, LLC (“Homecomings”) in the matter styled *Mary Collette Martin v. Homecomings Financial, LLC, et al.*, Case No. 08-0439, filed in the Chancery Court for Hamilton County, Tennessee (“Chancery Court Action”).

4. I submit this declaration (the “Declaration”) in support of the *ResCap Borrower Claims Trust’s Objection To Claim No. 1094 Filed by Harry W. Miller III, as Counsel for Mary Martin* (the “Objection”).

5. Except as otherwise indicated, all facts set forth in this Declaration are based upon my personal knowledge of Mary Martin’s litigation against Homecomings and the

Firm's role in that litigation, and all statements made in this Declaration are based on my familiarity with the Firm's book and records kept in the course of its regularly conducted business activities. If I were called upon to testify, I could and would testify competently to the facts set forth herein on that basis.

6. In 2008, Ms. Martin filed a complaint against Homecomings, the Bank of New York Trust Company, N.A. as Successor to JP Morgan Chase Bank, N.A., as Trustee, and MERS, Inc. Ms. Martin filed the Amended Complaint on June 19, 2008, which is attached to the Proof of Claim. Subsequently, on June 24, 2008, Ms. Martin filed her Second Amended and Substituted Complaint ("Second Amended Complaint"), adding I Buy Homes for Cash, Inc. ("IBHC") and Jerry Law as defendants. and, thereafter, served Homecomings with a copy of the Second Amended Complaint. See Second Amended Complaint, attached hereto as Exhibit A. In the Second Amended Complaint, Ms. Martin sought damages and equitable relief for breach of contract, bad faith, breach of fiduciary duty, outrageous conduct, violation of TCPA, and for constructive trust. See Second Amended Complaint.

7. Homecomings and the other defendants filed answers to the Amended Complaint on July 14, 2008. The parties subsequently engaged in written discovery, including responding to interrogatories and document production requests. A copy of the response to the interrogatories is attached hereto as Exhibit G. In response to the document production requests, Ms. Martin provided Homecomings with a number of documents that she received from Homecomings and the foreclosure firm hired by Homecomings, McCurdy & Chandler, L.L.C. ("McCurdy"). The documents received included, among others, the following:

- a. Letter From McCurdy dated April 14, 2008, a copy of which is attached hereto as Exhibit B;

- b. Letter from McCurdy, dated April 21, 2008, a copy of which is attached hereto as Exhibit C;
- c. Letter from Homecomings, dated May 2, 2008, a copy of which is attached hereto as Exhibit D; and
- d. Deed of Sale, a copy of which is attached hereto as Exhibit E.

8. On March 9, 2012, Homecomings, BONY, and MERS filed a Motion for Summary Judgment and supporting Memorandum in Support of Motion for Summary Judgment and Statement of Undisputed Facts. See Motion for Summary Judgment, attached hereto as Exhibit F.

9. On or about May 29, 2012, Homecomings filed its Notice of Bankruptcy and Effect of Automatic Stay in the Chancery Court Action. Then, on or about August 9, 2012, Homecomings filed its Notice of Bankruptcy Filing and Supplement Servicing Order. The Chancery Court Action has effectively been stayed since the filing of Homecoming's bankruptcy proceeding. The Motion for Summary Judgment filed by the defendants identified above remains pending before the Hamilton County Chancery Court and is currently not scheduled for hearing.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: March 17, 2016

/s/ Christopher E. Thorsen
Christopher E. Thorsen
Bradley Arant Boult Cummings LLP

Exhibit A

**IN THE CHANCERY COURT FOR
HAMILTON COUNTY, TENNESSEE, AT CHATTANOOGA**

MARY COLLETTE MARTIN,)	
Plaintiff,)	
)	
Vs.)	Case No. 08-0439
)	Jury Demand
HOMEcomings FINANCIAL, LLC,)	
THE BANK OF NEW YORK TRUST)	
COMPANY, N.A. AS SUCCESSOR TO)	
JPMORGAN CHASE BANK N.A. AS)	
TRUSTEE, MERS, INC., I BUY HOUSES)	
CASH, INC. and JERRY LAW,)	
Defendants.)	

VERIFIED SECOND AMENDED AND SUBSTUTED COMPLAINT

COMES NOW the Plaintiff, Mary Collette Martin by and through Counsel, pursuant to the prayer in the original complaint, as a subsequent purchaser of the Property has been identified to add said purchaser as a defendant would show unto this Honorable Court as follows:

I. PARTIES AND JURISDICTION

1. Mary Collette Martin (Mary Martin) is a citizen and resident of Chattanooga, Hamilton County, Tennessee.
2. Homecomings Financial, LLC. (Homecomings) is a foreign corporation doing business within Hamilton County, Tennessee.
3. The Bank of New York Trust Company, N.A. (New York Bank) upon information and belief a Foreign corporation doing business within Hamilton County, Tennessee and acting as the Trustee of an undisclosed Specialized Purpose Entity. Additionally, it is reported to be a Successor in interest to JPMorgan Chase Bank N.A.

4. MERS, Inc. (MERS) upon information and belief a Foreign corporation doing business within Hamilton County, Tennessee.
5. I Buy Houses Cash, Inc. (IBHC) upon information and belief a Domestic corporation with offices and doing business within Hamilton County, Tennessee.
6. Jerry Law (Jerry Law) is the president of IBHC and the Plaintiff in a Hamilton County Tennessee General Sessions Detainer Summons case No. 08GS7674 as served upon Mary Martin.
7. This Court has jurisdiction over the subject matter of this litigation pursuant to Tennessee Code Annotated § 16-11-101 and 102 (a).
8. This Court has *in personam* jurisdiction over Defendant Homecomings because it is doing business in Hamilton County, Tennessee.
9. This Court has *in personam* jurisdiction over Defendant New York Bank because it is doing business and is the holder of real property in Hamilton County, Tennessee.
10. This Court has *in personam* jurisdiction over Defendant MERS because it is doing business in Hamilton County, Tennessee.
11. This Court has *in personam* jurisdiction over Defendant IBHC because it is located and doing business in Hamilton County, Tennessee.
12. This Court has *in personam* jurisdiction over Defendant Jerry Law because he is doing business as the president of IBHC and has brought a lawsuit against Mary Martin in his own personal name in Hamilton County, Tennessee.
13. Venue is proper in this Court pursuant to Tennessee Code Annotated § 20-4-101 and 16-11-114.

II. FACTS

14. The property upon which Mary Martin has owned and lived at since March 15, 1998 was foreclosed upon on or about May 22, 2008. Said property being commonly known as 1021 Englewood Avenue, Chattanooga, Tennessee 37405 (hereinafter referred to as "Property"). (Sec Exhibit "C") A
15. The Property has many unique and desirable features including, but not limited to (i) It is a large house located on two lots; (ii) it is limited as to neighbors; (iii) it was a family property that she retained; and (iv) she retained substantial equity within said Property. The advantage of the size and the road frontage of this Property is that it could potentially be subdivided into two lots. ✓ 0
16. In August 1992 Mary Martin married Michael A Martin. ✓ 0
17. That Mary Martin purchased the home in March of 1998. Said purchase being recorded in the Register's Office for Hamilton County, Tennessee in Book GI 5251, Page 567, Instrument No. 1998122100371 some time later on December 21, 1998. w 0
18. On August 30, 2002, Mary Martin and Michael A. Martin entered into a Deed of Trust for the purpose of refinancing the Property. MERS, on information and belief through its wholly owned subsidiary Mortgage Registration Systems, Inc. (not registered to do business in Tennessee), is listed as nominee for Lender and beneficiary under the security agreement. The Deed of Trust was filed on September 13, 2002 in the Register's Office for Hamilton County, Tennessee Book 6367, Page 27, Instrument No. 2002091300090. The amount of the mortgage note associated with this Deed of Trust was One Hundred Twelve Thousand Dollars (\$112,000.00). A 4 wmy

19. In August 2005 Mary Martin obtained a divorce from Michael A. Martin. *W/O*
20. Homecomings was an undisclosed agent for New York Bank and/or MERS during the following negotiation and foreclosure. *↑ Agent D undisclosed*
21. In April 2008 Mary Martin entered into negotiations with Homecomings to enter into a Repayment Agreement ("Agreement"). *Char b. 7 A Curo*
22. Pursuant to the negotiations Mary Martin caused to be issued a Cashiers Check drawn on First Tennessee Bank in the amount of Two Thousand Seven Hundred Sixty-Six and 96/100 Dollars (\$2,766.96) on April 25, 2008. (See Exhibit A) Said check was made payable and sent to Homecoming via overnight delivery and delivered on April 26, 2008. *W/O*
23. On May 2, 2008 Homecomings issued the Agreement that states, in part, that:
- a) a payment of \$2,766.96 was to be paid by 4/28/08;
 - b) a payment of \$1,383.48 was to be paid by 5/28/08; and
 - c) to "Please sign and return this agreement by 04/28/08." (Said date being prior to the document being ever issued by Homecomings) (See Exhibit B) *▷ Char*
24. MERS, as declared owner and holder of the note as secured by the Deed of Trust changed the Trustee of the Deed of Trust as set forth in the Appointment of Substitute Trustee as filed on May 13, 2008 in the Register's Office for Hamilton County, Tennessee Book 8664, Page 547, Instrument No. 2008051300063. *▷*
25. Mary Martin executed the document on May 18, 2008 and returned the Agreement to Homecomings. *W/O*

26. The Agreement stated that Homecomings was not going to execute the document until the aforementioned payment has been received. *D chr*
27. Pursuant to the Agreement Mary Martin caused to be issued a second Cashiers Check drawn on First Tennessee Bank in the amount of One Thousand Three Hundred Eighty-three and 48/100 Dollars (\$1,383.48) on May 27, 2008. (Sec Exhibit A) Said check was made payable and sent to Homecoming via overnight delivery and delivered on May 27, 2008. *w/o*
28. Homecoming refused to accept either of the payments that they requested and instead chose to foreclose. *D*
29. At all times Mary Martin believed and relied upon the fact that she had an agreement with Homecoming whereby her home would not be foreclosed upon. *A o*
30. The Property was foreclosed on May 22, 2008. *A*
31. That a Substitute Trustee's Deed transferring the Property to The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank N.A. as Trustee was filed on June 2, 2008 in the Register's Office for Hamilton County, Tennessee Book 8679, Page 545, Instrument No. 2008060200099. *A*
32. After filing this cause of action Mary Martin caused to be filed a *Lien Lis Pendens* regarding the Property filed on June 13, 2008 in the Register's Office for Hamilton County, Tennessee Book 8690, Page 799, Instrument No. 2008061300122. *w/o*
33. Subsequent to the filing of this lawsuit and the *Lien Lis Pendens*, a Special Warranty Deed transferring the Property from New York Bank to IBHC filed on June 16, 2008 *↓*

in the Register's Office for Hamilton County, Tennessee Book 8692, Page 744,
Instrument No. 2008061600341.

34. Jerry Law caused to be issued a Detainer Summons in the General Sessions Court for Hamilton County, Tennessee, Case No. 08GS7674, for damages, attorney fees and possession of the Property when in fact Jerry Law has no ownership interest in the Property; nor does he have a written lease with Mary Martin as set forth in the General Sessions Detainer Summons; nor does he have a basis in law or contract upon which he could request attorney fees. (See Exhibit "D")
35. The General Sessions Detainer hearing is set to be heard on the 30th day of June 2008 at 8:30.
36. Defendants IBHC and/or Jerry Law has or have caused Mary Martin grief and anguish as she has been harassed by a man coming to her home after 10:00 pm to ask her to move out of the Property, all while her children were present.

III. FIRST CAUSE OF ACTION - BREACH OF CONTRACT

37. The allegations contained in paragraphs 1-36 are realleged and incorporated by this reference as if fully set forth herein.
38. Defendants Homecomings, New York Bank and MERS have breached the terms and conditions of the Dced of Trust and the Agreement by:
- a) Foreclosing for non-payment of monthly payments when Homecomings created said default by refusing to accept payments;
 - b) Failing to notify Mary Martin of any recession of the Agreement;

- c) Failing to properly apply the payments issued to Homecomings; and
- d) Exercising a discretionary power in an arbitrary, capricious and knowingly harmful manner.

IV. SECOND CAUSE OF ACTION - BAD FAITH

39. The allegations contained in paragraphs 1-36 are realleged and incorporated by this reference as if fully set forth herein. *pl rest*
40. Defendants Homecomings, New York Bank and MERS have acted in bad faith by:
- a. Foreclosing on a valuable property due to a default that they manufactured. *D*
 - b. Foreclosing on a valuable property while negotiating with Mary Martin.

V. THIRD CAUSE OF ACTION - BREACH OF FIDUCIARY DUTY

41. The allegations contained in paragraphs 1-36 are realleged and incorporated by this reference as if fully set forth herein. *pl rest*
42. As a result of the degree of control the Defendants Homecomings, New York Bank and MERS possessed over Mary Martin, the Defendants Homecomings, New York Bank and MERS owed a fiduciary duty to Mary Martin. *D*
43. As a result of the degree of control the Defendants Homecomings, New York Bank and MERS exercised over the Deed of Trust Trustee, the Defendants Homecomings, New York Bank and MERS owed a fiduciary duty to Mary Martin. *D*

44. As a result of the Principal/Agent relationship which existed between the Defendants Homecomings, New York Bank and MERS and the Trustee, the Defendants Homecomings, New York Bank and MERS owed a fiduciary duty to Mary Martin.
45. The Defendants Homecomings, New York Bank and MERS violated their fiduciary duty to Mary Martin by:
- a. Foreclosing for non-payment of monthly payments when Homecomings created said default by refusing to accept the negotiated payments.
 - b. Failing to notify Mary Martin of any recession of the Agreement.
 - c. Failing to properly apply the payments issued to Homecomings.
 - d. Exercising a discretionary power in an arbitrary, capricious and knowingly harmful manner.

VI. FOURTH CAUSE OF ACTION - OUTRAGEOUS CONDUCT

46. The allegations contained in paragraphs 1-36 are realleged and incorporated by this reference as if fully set forth herein.
47. By its conduct as described herein, in flagrant disregard for the letter and spirit of the Loan, Deed of Trust, Agreement and the immediate sale of the property to IBHC, and in flagrant disregard for its contractual and fiduciary duties to Mary Martin, the Defendants Homecomings, New York Bank and MERS engaged in conduct for its own financial benefit that was so outrageous in character and so extreme in degree as to go beyond all possible bounds of decency.

48. The Defendants Homecomings, New York Bank and MERS acted in total disregard for the readily foreseeable injury which would almost certainly befall the Plaintiff as a result of the Defendants Homecomings, New York Bank and MERS' wrongful actions, i.e., actual and immediate financial losses coupled with pain and suffering in the form of anxiety, worry, humiliation, embarrassment, insomnia and headaches caused by the Defendants Homecomings, New York Bank and MERS' conduct. D
49. The wrongful and outrageous actions of Defendants as described herein were willful, wanton, gross and intentional. D
50. As a direct and proximate result of the wrongful and outrageous actions of Defendants Homecomings, New York Bank and MERS as described herein, Mary Martin suffered actual and immediate financial losses coupled with pain and suffering in the form of anxiety, worry, humiliation, embarrassment, insomnia and headaches caused by Defendants Homecomings, New York Bank and MERS' conduct. D

VII. FIFTH CAUSE OF ACTION - TENNESSEE CONSUMER PROTECTION ACT

51. The allegations contained in paragraphs 1-36 are realleged and incorporated by this reference as if fully set forth herein. plm ✓
52. Pursuant to T.C.A. § 47-18-104(b)(27), Defendants dealt unfairly with Mary Martin by the following acts including, but not limited to: legal counsel
- a. Fraud in setting forth an Agreement whereby to forestall the foreclosure while continuing to go forth with the foreclosure when Mary Martin was sending the D

requested payments to the Defendants Homecomings, New York Bank and
MERS: and

- b. Filing or causing to be filed a Detainer Summons where IBHC and Jerry Law
knew that Jerry Law did not own the property; did not have a written lease with
Mary Martin as set forth in the Detainer Summons; nor has a written contract that
would allow attorney fees as requested in the Detainer Summons.
53. As a result of these violations Mary Martin has incurred actual pecuniary loss in D
trying to correct this wrongdoing and has otherwise suffered loss.
54. Under the Tennessee Consumer Protection Act, a remedial law, it is unlawful to w/ incl;
engage in any other act or practice which is deceptive to the consumer or any other
person. See T.C.A. § 47-18-104 (b)(27).
55. Some or all of the Defendants are in violation of T.C.A. § 47-18-104, including, but D
not limited to, T.C.A. §§ 47-18-104(b)(27).
56. The Defendants have also failed to conduct their activities under a standard of good D
faith and fair dealing. Defendants unfairly used the specific facts and disparities in
this case to their advantage and to fit their purposes by negotiating with Mary Martin
and holding her payments on one hand and by foreclosing upon her on the other hand,
thus confusing Mary Martin.

VIII. SIXTH CAUSE OF ACTION – CONSTRUCTIVE TRUST

57. The allegations contained in paragraphs 1-36 are realleged and incorporated by this w/ incl;
reference as if fully set forth herein.

58. Because of its equitable obligations New York Bank has no right to transfer the Property to any other person or entity. 2
59. New York Bank transferred the Property to IBHC in an attempt to frustrate Mary Martin's attempts to void or reform the sale of the Property under the Deed of Trust. D
60. IBHC may attempt to transfer the Property in the future in an attempt to frustrate Mary Martin's attempts to void or reform the sale of the Property under the Deed of Trust. D
61. This Court can, and should, create an equitable trust in the Property divesting New York Bank and/or IBHC of equitable interest in the Property and transferring that equitable interest to Mary Martin. This Court should then compel the transfer of the remaining title in the Property to Mary Martin. D
62. In the event IBHC has already transferred the Property, this Court should allow Mary Martin to amend the Complaint to include the new holder of the title to the Property as a named party defendant. In such case, this Court can, and should, then compel the transfer of the remaining title in the Property to Mary Martin. 2

XI. DAMAGES

63. The allegations contained in paragraphs 1-36 are realleged and incorporated by this reference as if fully set forth herein. N/A
64. Mary Martin is entitled to damages from the Defendants Homecomings, New York Bank and MERS for breach of contract in a sum to be determined by this Court. D

65. Mary Martin is entitled to damages from the Defendants Homecomings, New York Bank and MERS for acting in bad faith in a sum to be determined by this Court. Q
66. Mary Martin is entitled to damages from the Defendants Homecomings, New York Bank and MERS for breach of its fiduciary duty to her in a sum to be determined by this Court. Q
67. Mary Martin is entitled to damages from the Defendants for outrageous conduct in a sum to be determined by this Court. Q
68. Mary Martin is entitled to punitive damages from the Defendants in an amount necessary to punish the Defendants for their actions and to deter the Defendants and others from repeating such acts in the future. P
69. Mary Martin is entitled to damages as set forth in the Tennessee Consumer Protection Act, including any exemplary damages, treble damages and attorney's fees. P
70. Mary Martin will suffer irreparable harm if she is forcibly removed from her property in that Mary Martin will continue to suffer physical and mental anguish; her children will suffer physical and mental anguish; may affect her custody of her children thus causing Mary Martin and her children physical and mental anguish; and Mary Martin will lose forever the unique property that can never be replaced. P

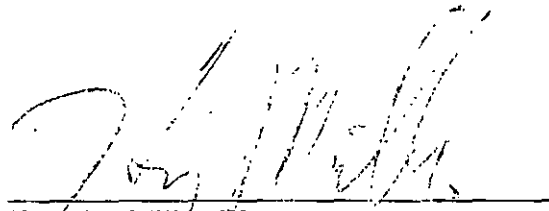
X. PRAYER FOR RELIEF

WHEREFORE AND ALL FOR WHICH having made her Complaint prays for the following relief from this Court:

1. That process be issued and served and that Defendants be compelled to come forth and answer this Complaint;
2. That a Jury of twelve be impaneled to try this cause;
3. That Mary Martin obtain a Judgment against the Defendants for direct, indirect, consequential and incidental damages from the Defendants for breach of contract, acting in bad faith, breach of fiduciary duty, for outrageous conduct and for violation of the Tennessee Consumer Protection Act to include, but not limited to, treble damages and attorney fees;
4. That Mary Martin obtain a Judgment against the Defendants for punitive damages;
5. That this Court issue a *Lien Lis Pendens* in this action;
6. That this Court issue a Temporary Restraining Order, Temporary Injunction and a Permanent Injunction restraining Jerry Law from proceeding in the General Sessions Detainer Summons and restraining IBHC from transferring said Property, or any associated rights or interest, to any other person or entity or filing any Detainer action, or any other type of legal action, in any other forum other than as a counter claim to this cause of action.
7. That the sale of the Property be voided or reformed as to have the previous owners, including Mary Martin, renamed as the owner of said Property;
8. That the Court order the consolidation the Hamilton County General Sessions Detainer Summons with this previously filed action.

9. That Property be titled to the previous owners, including Mary Martin, as a result of the Constructive Trust; and
10. Cost of this action to be charged against the Defendants and any other general relief that this Honorable Court may deem necessary.

Respectfully submitted this 24th day of June 2008.



Harry W. Miller, III
Law Office of W. Thomas Bible, Jr.
Attorney for Plaintiff
7011 Shallowford Road
Suite 106
Chattanooga, Tennessee 37421
(423) 424-3116

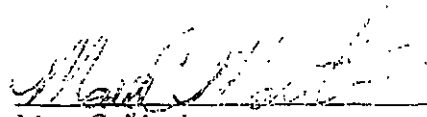
THIS IS THE PLAINTIFFS FIRST REQUEST FOR EXTRAORDINARY RELIEF IN
THE FORM OF A TRO IN THIS CASE.

VERIFICATION OF COMPLAINT

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Before me, the undersigned authority, a notary public in and for State and County,
personally appeared Mary C. Martin, who, being duly sworn according to law, deposes and says
that she is over the age of twenty-one (21) and under no disability and that the facts set forth in
the foregoing Verified Complaint are true upon personal knowledge or, where indicated in the
Complaint, upon information and belief.

FURTHER AFFIANT SAITH NOT.



Mary C. Martin

Sworn before me on this the 24th day of ^{June}~~April~~ 2008.



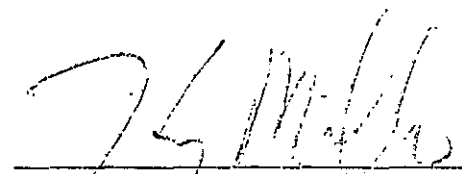
Notary Public

My Notary Expires on 1/03/2010

COST BOND

I hereby acknowledge and bind myself for the payment of all non-discretionary costs that
may be adjudged herein against Mary C. Martin, the principal, in the event that the principal does
not pay them.

Witness my hand this 24th day of June 2008.



Harry W. Miller, III

CERTIFICATE OF SERVICE

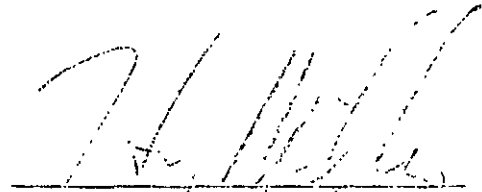
I, Harry W. Miller, III, do hereby certify that a true and exact copy of the foregoing Amended and Subtitled Complaint has been forwarded, via U.S. Post Office, to the following Defendants:

Homecomings Financial, LLC
c/o Corporation Service Company
2908 Poston Avenue
Nashville, Tennessee 37203

The Bank of New York Trust Company, N.A.
700 South Flower Street
Suite 200
Los Angeles, CA 90017

MERS, INC.
c/o C.T. Corporation System
800 S. Gay Street
Suite 2021
Knoxville, Tennessee 37929-9710

On this the 24th day of June 2008.



Harry W. Miller, III

974000711

13241

Center # 1202 *1202* *743428727*

Corporate Controller

James G. Keen

*****1,383 DOLLARS AND 48 CENTS*****

*****\$1,383.48*****

Pay to the Order of: Homecomings Financial

Remitter: Mary C. Martin

FIRST TENNESSEE

10542210
Date: 05/27/2008

CASHIER'S CHECK

FIRST TENNESSEE

CASHIER'S CHECK

Remitter: MARY MARTIN

Pay to the Order of: HOMECOMING FINANCIAL SERVICES

*****\$2,766.96*****

*****2,766 DOLLARS AND 96 CENTS*****

Center # 1206

James G. Keen

Corporate Controller

13241

974000711

homecomings Financial

an AC Company

5/2/2008

MICHAEL A MARTIN
MARY COLLETTE MARTIN
1021 ENGLEWOOD AVE
CHATTANOOGA TN 37405-2311

Re: Loan Number [REDACTED] 7927

Property 1021 ENGLEWOOD AV
CHATTANOOGA TN 37405

Dear MICHAEL A MARTIN and MARY COLLETTE MARTIN:

This Repayment Agreement, ('Agreement'), Made 5/2/2008, (the 'Effective Date'), between MICHAEL A MARTIN and MARY COLLETTE MARTIN and Homecomings Financial, LLC, ('Lender') and amends and supplements (1) the Mortgage, Deed of Trust to Secure Debt, (the 'Security Instrument'), dated 08/30/02 and (2) the promissory note ('Note') bearing the same date as , and secured by, the Security Instrument which covers the real and personal property described in the Security Instrument.

Borrower acknowledges that Lender is the legal holder and owner of the Note and Security Instrument and further acknowledges that if Lender transfers the Note, as amended by this Agreement, the transferee shall be the 'Lender' as defined in this Agreement.

In consideration for the mutual promises and agreements exchanged, the parties hereto agree as follows, (notwithstanding anything to the contrary in the Note or Security Instrument):

1. Payments must be received on or before the due date of Agreement or this Agreement will be null and void.
2. All payments must be mailed to:

Homecomings Financial, LLC
Attn: Payment Processing Center
3451 Hammond Avenue
Waterloo, LA 50702

3. There presently remains an outstanding indebtedness to the Lender pursuant to a note (the 'Note') and mortgage (the 'Mortgage') or equivalent Security Instrument executed on 08/30/02 in the original principal amount of \$112,000.00.

4. Lender has instituted foreclosure proceedings against the property securing the indebtedness which will continue to be in full force and effect until the default described herein are cured except as otherwise provided in this agreement.

5. Lender agrees to suspend foreclosure activity on the delinquent account provided that you execute and return this Agreement and the initial payment toward the delinquency in the amount of \$2766.96 no later than 04/28/08.

We will require you to make 2 payments at a modified payment amount. At the conclusion of the scheduled payments below, we will review your situation to determine the best option for resolving the remaining delinquency. Your payments are due and payable as follows:

Date	Amount:
04/28/08	\$ 2766.96
05/28/08	\$ 1383.48

All payments remitted under this trial plan must be in the form of certified funds (cashier's check, money order, or Western Union Quick Collect)

6. If a notice of a new or subsequent Bankruptcy is filed during the payments, this Agreement will automatically be voided.

7. We will honor the Agreement if all of the described conditions and requirements are met. If at any time you fail to comply with any of the above-described conditions and requirements, this Agreement will be considered null and void and will resume foreclosure.

Please sign and return this Agreement by 04/28/08.

If the Agreement is cancelled, terminated, or rescinded for any reason, funds remitted will not be refunded and the Loan Modification will not be processed. Any funds received will be applied to the loan.

It is expressly understood and agreed that the default is not cured or waived by acceptance of any monies paid hereunder.

If you should have any questions, please contact me at 1-800-799-9250.

Loan Modification Department

MICHAEL A MARTIN

Date


MARY COLLETTE MARTIN

5/18/08
Date

Upon receipt of the trial plan, we will also execute indicate our concurrence with this agreement.

EXHIBIT "C"

Land in Hamilton County, Tennessee, as follows:

IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE:
Lots Nine (9) and Ten (10), Rainbow Circle, as shown by plat recorded in Plat Book 12, Page 26 of the Registers Office of Hamilton County, Tennessee.
According to said plat and lots from one tract of ground fronting 134.3 feet on the Northeast line of Englewood Avenue, and extending back Northeastwardly to Southwest line of Lots 3, 4, 5 and 6 on which it has a footage of 130 feet; its Northwest line being 60.3 feet and its Southeast line being 91 feet in length.

Subject to water and sewer easement recorded in Book 799, Page 297, of the Registers Office of Hamilton County, Tennessee.

Subject to water and sewer easement recorded in Book 940, Page 177, of the Registers Office of Hamilton County, Tennessee.

Subject to Restrictions recorded in Book O, Vol. 23, Page 692, of the Registers Office of Hamilton County, Tennessee.

Subject to any governmental zoning and subdivision ordinances or regulations in effect thereon.

Being the same property conveyed to The bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank N.A. as Trustee by Trustee's Deed, dated May 22, 2008 and filed on June 2, 2008 in Register's Office for Hamilton County, Tennessee, instrument number 2008060200099; Book GI 8679, Page 545.

This is improved property known as 1021 Englewood Avenue, Chattanooga, Tennessee 37405.

STATE OF TENNESSEE, COUNTY OF HAMILTON

Serve @ Res
01021 Englewood Ave. Chatt, TN 37405-
PRIVATE PROCESS JOE GUIDI

To Any Lawful Officer to Execute and Return: Summon

John Doe or occupants

To appear before the General Sessions Court of Hamilton County, Tennessee

at the Courts Building, Courtroom 6, 2nd Floor,

600 Market Street, Chattanooga, Tennessee 37402

on

at 8:30 a.m.,

By to answer the claim by Plaintiff(s) for a money judgement for ☒ rent, ☒ damages, ☒ attorney fees, and court costs and for possession of property Plaintiff claims that Defendant(s) wrongfully possesses in this county having a street address, or otherwise described as: 01021 Englewood Ave. Chatt, TN 37405-

Defendant's initial possession was based on ☒ written ☐ oral lease or and the right to possession has now terminated because of non-payment of rent or

☐ Written ☐ Oral notice to vacate was given to Defendant(s) on or about _____, 20. Rent payments of \$ _____ are due on the _____ 1st day of each _____ Month, and the amount of rent owing through _____, and unpaid is \$ _____. Plaintiff holds \$ _____ paid as a damage/security deposit. Plaintiff asks for possession of the property, all unpaid rent owed as of the court date, restitution for damages to property, attorney fees (if provided for in the contract), and all court costs and litigation taxes.

Issued JUN 18 2008

R. Harper

Clerk/Deputy Clerk

☐ Judgment is granted to Plaintiff(s) against Defendant(s) _____ in the amount of \$ _____ and all costs and taxes, and for possession of the described property for which a writ of possession shall be issued on Plaintiff's request. This judgment is based on:

☐ Default of Defendant(s) ☐ Agreement of Parties ☐ Trial in Court
☐ Case is dismissed an all costs and taxes are to be paid by Plaintiff, for which execution may issue. Dismissal based on
☐ Failure to prosecute the suit by Plaintiff(s) ☐ Non-suit by Plaintiff, requested by:

☐ Finding in favor of Defendant(s) after trial

Date: _____ Judge: _____

Case No. 08687674

Jerry Law

Plaintiff

PRIVATE PROCESS JOE GUIDI

Address

vs.

Phone

John Doe or occupants

01021 Englewood Ave. Chatt, TN 37405-

Defendant

Address

Defendant

Address

DETAINDER SUMMONS
Court of General Sessions
PAULA T. THOMPSON, Clerk

By R. Harper, Deputy Clerk

Issued JUN 18 2008, 20

Set for 30 June At 8:30 AM

Reset for

Served Upon: ☐ All Named Defendants

☒ All Defendants

Except: Mary Martin

Served 19 June, 2008

Sheriff/Constable (Process Server)

WAGNER, NELSON and WEEKS

Attorney for Plaintiff
Telephone 701 Market Street Suite 1418
Chattanooga, TN 37402
8000538 (423) 266-8816

Attorney for Defendant

Telephone

We, Jerry Law, Principal, and _____

BOND

WAGNER, NELSON and WEEKS, Surety, do hereby bind ourselves, our heirs and assigns to said Defendant(s), to pay all cost and damages which shall accrue to said Defendant(s), for wrongful prosecution of this suit.

Date: 6/17/2008

Jerry Law
Principal

WAGNER, NELSON and WEEKS
Surety

ORDER

This the _____ day of _____, 20____.

Judge

To the best of my information and belief, after investigation of Defendant's employment, I hereby make affidavit that the Defendant is/is not a member of a military service

AFFIDAVIT

Attorney for Plaintiff or Plaintiff

Notary Public

My Commission Exp. _____

TO THE DEFENDANT(S):

Failure to appear and answer this Summons will result in judgment by default being rendered against you for the relief requested.

Tennessee law provides a four thousand dollar (\$4,000.00) personal property and five thousand dollar (\$5,000.00) homestead exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized you would have the right to recover them. If you do not understand your exemption right or how to execute it, you may wish to seek the counsel of a lawyer.

APPEAL

From the judgment on the reverse hereof, the _____ prayed an appeal to the Circuit Court which is granted upon Pauper's Oath or Appeal Bond.

Cost of Appeal _____

Paid by Plaintiff _____

JUDGE _____

DIVISION NO. _____

ADA Coordinator, Mary Faye Payne



Law Office of W. Thomas Bible, Jr.

Attorneys At Law
7011 Shallowford Road, Suite 106
Chattanooga, Tennessee 37421

Homecomings Financial, LLC
c/o Corporation Service Company
2908 Poston Avenue
Nashville, Tennessee 37203

Exhibit B

LAW OFFICES

McCURDY & CANDLER, L.L.C.

SUITE 600
250 EAST PONCE DE LEON AVENUE
DECATUR, GEORGIA 30030
TELEPHONE 404-373-1612

JULIUS A. McCURDY (1903-1993)
SCOTT CANDLER, JR. (1926-1994)
J. ROBIN HARRIS (1925-1989)

JOHN WALTER DRAKE
ALAN E. RAUBER
JOHN C. SAMMON
ANTHONY DEMARLO
SCOTT CANDLER, III
CLARK E. CANDLER
EDNA E. HAYES
SIDNEY A. GELERNTER *

DONALD C. SUESSMITH, Jr.
CHRISTIE G. HENNINGS **
J. MICHAEL DUGAN *
DEBORAH Y. CHANDLER
KARL P. ENDERLE
FRANK R. OLSON ****
TONYA M. KING *****
A. BRETT VERNER

OF COUNSEL:

REBECCA A. HOELTING
TERRI A. CANDLER
MARGARET C. COURTRIGHT ***

R. THEODORE SMITH (RETIRED)
H. RAIFORD HODGES, JR. (RETIRED)

*ALSO ADMITTED IN TENNESSEE **ALSO ADMITTED IN ALABAMA
*** ALSO ADMITTED IN NORTH CAROLINA
**** ALSO ADMITTED IN NORTH CAROLINA AND TENNESSEE
*****ALSO ADMITTED IN FLORIDA

MAILING ADDRESS

P.O. BOX 57
DECATUR, GEORGIA 30031

BANKRUPTCY DEPT. TELECOPIER 404-370-7237
FORECLOSURE DEPT. TELECOPIER 404-370-7232
POST-FORECLOSURE DEPT. TELECOPIER 404-214-5245

WEBSITE:
www.mccurdycandler.com

April 14, 2008

Mary C. Martin and Michael A. Martin
1021 Englewood Avenue
Chattanooga, TN 37405

Re: Our File No.: 08-08625
Loan No.: [REDACTED] 7927
Payoff: \$116,223.39
Borrower Name: Mary C. Martin and Michael A. Martin
Property Address: 1021 Englewood Avenue
Chattanooga, TN 37405

Mortgage Company: Homecomings Financial

Dear Borrower:

**NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT 15 USC 1692
INITIAL COMMUNICATION LETTER**

This law firm represents Mortgage Electronic Registration Systems, Inc. the creditor on the above referenced loan. This letter is to advise you that we have been retained to collect the debt secured by the above-referenced property, which may involve foreclosure proceedings against said property. As of the date of this letter, you owe \$116,223.39. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, you may call our loss mitigation department at 1-866-303-0517.

This letter is an attempt to collect a debt and any information obtained by virtue of it will be used for that purpose. Unless you notify us within thirty (30) days after receipt of this letter that the validity of this debt, or any portion of it, is disputed, we will assume that the debt is valid. If you notify us in writing of a dispute, we will obtain verification of the debt and mail it to you. If the creditor named in this letter is not the original creditor, and you make a written request to this law firm within thirty (30) days after receipt of this notice, then the name and address of the original creditor will be mailed to you by this law firm. We may commence the foreclosure action without waiting thirty (30) days, if so requested by our client.

If you have received a discharge in Bankruptcy proceeding, this notice is not intended to indicate that you are personally liable for this debt. In this instance the information concerning the associated debt owed is for informational purposes only and should be disregarded for any purposes other than that of conducting a non judicial foreclosure of the security pursuant to Tennessee law.

All communication about the loan must now be made through this law firm. For further information about this matter you may contact this office using the following toll free number: 1-866-303-0517. The lender may allow you to reinstate the loan and stop the foreclosure. You may call to find out if reinstatement is allowed; and if allowed, to find out the amount of money you must pay in order to cure the default. If you are allowed to reinstate your loan, payment must be made through our office in the form of certified funds or cashier's check. Other alternatives the lender may consider are full payoffs, short payoffs, deeds in lieu of foreclosure, restructure of your loan, loan modification or some other mutual agreement. The lender is willing to consider your individual circumstances and will be flexible in its consideration of various alternatives. This is not meant to indicate that the lender will definitely accept any of the above alternatives as your loan has been accelerated and foreclosure proceedings will continue. I urge you to contact our office at our toll free number of 1-866-303-0517 immediately regarding your situation.

BE GOVERNED ACCORDINGLY.

Sincerely,

Laura Grifka
Laura Grifka

LG/pbogle

THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR AND IS ATTEMPTING TO COLLECT A DEBT
AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE

Exhibit C

LAW OFFICES

McCURDY & CANDLER, L.L.C.

SUITE 600
250 EAST PONCE DE LEON AVENUE
DECATUR, GEORGIA 30030
TELEPHONE 404-373-1612

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J. MICHAEL DUGAN *
DEBORAH Y. CHANDLER
KARL P. ENDERLE
FRANK R. OLSON ****
TONYA M. KING ****
A. BRETT VERNER

OF COUNSEL:

REBECCA A. HOELTING
TERRI A. CANDLER
MARGARET C. COURTRIGHT ***

R. THEODORE SMITH (RETIRED)
H. RAIFORD HODGES, JR. (RETIRED)

*ALSO ADMITTED IN TENNESSEE **ALSO ADMITTED IN ALABAMA
***ALSO ADMITTED IN NORTH CAROLINA
****ALSO ADMITTED IN NORTH CAROLINA AND TENNESSEE
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MAILING ADDRESS

P.O. BOX 57
DECATUR, GEORGIA 30031

BANKRUPTCY DEPT. TELECOPIER 404-370-7237
FORECLOSURE DEPT. TELECOPIER 404-370-7232
POST-FORECLOSURE DEPT. TELECOPIER 404-214-5245

WEBSITE
www.mccurdochandler.com

April 21, 2008

Certified Mail

Return Requested 70073020000083406710
and Regular Mail

Mary Collette Martin and Michael A. Martin
1021 Englewood Avenue
Chattanooga, TN 37405

RE: NOTICE OF FORECLOSURE SALE ENCLOSED

Our File No.: 08-08625

Loan No.: [REDACTED] 7927

Borrower Name: Mary Collette Martin and Michael A. Martin

Property Address: 1021 Englewood Avenue
Chattanooga, TN 37405

Dear Sir or Madam:

By letter dated April 14, 2008, (the "Initial Communication Letter"), I notified you that the above-referenced lender has referred the referenced loan to this law firm for handling. That letter also advised you of certain rights (the "Borrowers' Rights" which include your right to validate the debt) you could exercise within 30 days of your receipt of the Initial Communication Letter. Nothing in this letter will prevent you from exercising the Borrowers' Rights as explained in the Initial Communication Letter.

A failure to comply with the terms of the above loan with Mortgage Electronic Registration Systems, Inc. has created a default. As a result, the entire amount of the outstanding balance of the loan has been, and is hereby, declared immediately due and payable. This letter is a formal demand for immediate payment of the total indebtedness. Any partial payment received by Mortgage Electronic Registration Systems, Inc. on the subject debt after the date of this letter will be applied to the reduction of the aforesaid debt and will not result in a reinstatement or a deceleration of the loan.

Advertisement of foreclosure will be inserted, as provided by law, providing for public sale to be held on Thursday, May 22, 2008, before the courthouse door of Hamilton County, Tennessee.

Please be advised that the provisions in the loan documents relative to payment of attorney's fees, in addition to principal and interest, will be enforced.

If you are currently in the military service AND joined after signing the mortgage (Security Deed) now in foreclosure, please so notify this office immediately. You may be entitled to relief under the Soldiers and Sailors Relief Act. When contacting this office as to your military service you must provide us with positive proof as to your military status. The name, address and telephone number of your Base Commander is essential. If you do not provide this information we will assume that you are not entitled to protection under the above mentioned act.

All communication about the loan must now be made through this law firm. For further information about this matter you may contact this office using the following toll free number: 1-866-303-0517. The lender may allow you to reinstate the loan and stop the foreclosure. You may call to find out if reinstatement is allowed; and if allowed, to find out the amount of money you must pay in order to cure the default. If you are allowed to reinstate your loan, payment must be made through our office in the form of certified funds or cashier's check. Other alternatives the lender may consider are full payoffs, short payoffs, deeds in lieu of foreclosure, restructure of your loan, loan modification or some other mutual agreement. The lender is willing to consider your individual circumstances and will be flexible in its consideration of various alternatives. This is not meant to indicate that the lender will definitely accept any of the above alternatives as your loan has been accelerated and foreclosure proceedings will continue. I urge you to contact our office at our toll free number of 1-866-303-0517 immediately regarding your situation.

The enclosed "Notice of Sale Under Power" is a copy of the advertisement sent to The Chattanooga Free Press for publication.

BE GOVERNED ACCORDINGLY.

McCurdy & Candler, L.L.C.

Laura Grifka

Laura Grifka
Attorney for Mortgage Electronic Registration Systems, Inc.

THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR AND IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

LG/pbogle

SUBSTITUTE TRUSTEE'S SALE

TENNESSEE, HAMILTON COUNTY

WHEREAS default having been made in the payment of the indebtedness, secured by a Deed of Trust executed by Mary Collette Martin and Michael A. Martin to C. Chadd Younge, Trustee dated August 30, 2002 in the amount of \$112,000.00, and recorded in the Register's Office of Hamilton County, Tennessee in Deed Book G16367, Page 27, ("Deed of Trust");

WHEREAS the beneficial interest of said Deed of Trust was last transferred to Mortgage Electronic Registration Systems, Inc. by assignment; and

WHEREAS Mortgage Electronic Registration Systems, Inc. the current owner and holder of said Deed of Trust (the "Owner and Holder"), appointed the undersigned, Frank R. Olson, Sidney A. Gelernter, J. Michael Dugan or Laura A. Grifka, as Substitute Trustee by instrument filed for record in the Register's Office of Hamilton County, Tennessee with all the rights, powers and privileges of the original Trustee named in said Deed of Trust; and

NOW, THEREFORE, notice is hereby given that the entire amount of said indebtedness has been declared due as provided in said Deed of Trust by the Owner and Holder, and the undersigned Frank R. Olson, Sidney A. Gelernter, J. Michael Dugan or Laura A. Grifka, Substitute Trustee, or a duly appointed attorneys or agents, by virtue of the power and authority vested in the Appointment of Substitute Trustee, will on Thursday, May 22, 2008 commencing at 11:30am at the Walnut Street side of the Courthouse steps, Hamilton County Courthouse, Chattanooga, Tennessee; proceed to sell at public outcry to the highest bidder for cash, the property described in said deed to-wit:

IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE: Lots Nine (9) and Ten (10), Rainbow Circle, as shown by plat recorded in Plat Book 12, Page 26 of the Registers Office of Hamilton County, Tennessee. According to said plat lots from one tract of ground fronting 134.3 feet on the Northeast line of Englewood Avenue, and extending back Northeastwardly to the Southwest line of Lots 3, 4, 5 and 6 on which it has a footage of 130 feet; its Northwest line being 60.3 feet and its Southeast line being 91 feet in length.

Subject to water and sewer easement recorded in Book 799, Page 297, of the Registers Office of Hamilton County, Tennessee.

Subject to water and sewer easement reserved in Book 940, Page 177, of the Registers Office of Hamilton County, Tennessee.

Subject to Restrictions recorded in Book O, Vol. 23, Page 692 of the Registers Office of Hamilton County, Tennessee.

Subject to any governmental zoning and subdivision ordinances or regulations in effect thereon.

For prior title see Book 5251, Page 567 in the Registers Office of Hamilton County, Tennessee.

Map & Parcel No.: 1271D005

PROPERTY ADDRESS: 1021 Englewood Avenue, Chattanooga, Tennessee 37405

CURRENT OWNER(S): Mary Collette Martin

SUBORDINATE LIENHOLDERS: N/A

OTHER INTERESTED PARTIES: N/A

All right and equity of redemption, statutory or otherwise, homestead, and dower are expressly waived in said Deed of Trust, and the title is believed to be good, but the undersigned will sell and convey only as Substitute Trustee.

The sale will be held subject to any unpaid taxes, assessments, rights-of-way, easements, protective covenants or restrictions, liens, and other superior matters of record which may affect said property; as well as any prior liens or encumbrances as well as priority created by a fixture filing; and/or any matter that an accurate survey of the premises might disclose.

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed.

Notice has been given of intention to collect attorneys' fees in accordance with the terms of the note secured by said deed.

The right is reserved to adjourn the day of the sale to another day, time and place certain without further publication, upon announcement at the time and place for the sale set forth above.

Frank R. Olson, Sidney A. Gelernter, J. Michael Dugan or Laura A. Grifka
McCurdy & Candler, L.L.C.
(404) 373-1612
www.mccurdycandler.com

File No. 08-08625 /CONV

Ad Run Dates: 4/30, 5/7, 5/14

THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Exhibit D

Homecomings Financial

A GMAC Company

May 2, 2008

First Tennessee Bank
PO Box 84
Memphis TN 38101

RE: Unidentified Funds

We have received the enclosed funds. Unfortunately, we have been unable to locate the mortgagors account number, name and/or address to apply these funds.

Please return these funds to the holder of this account and request they list their account number with name of account and return it to the following address:

Mortgage Loan Servicing
P.O. Box 79135
Phoenix, AZ 85062-9135

If you have any questions, please contact our Customer Care Division at 1-800-206-2901.

Customer Care Division
Mortgage Loan Servicing

Enclosure

Exhibit E

SPECIAL WARRANTY DEED

THIS DEED, between Bank of New York Trust Company, N.A., as Successor to JPMorgan Chase Bank as Trustee, organized and existing under the laws of the State of Texas, with it's principal office located in the County of Dallas, herein called Grantor, and I Buy Houses Cash, Inc., organized and existing under the laws of the State of Tennessee, herein after called Grantee.

WITNESSETH, That said Grantor for and in consideration of the sum of \$10.00 and other valuable consideration, receipt of which is hereby acknowledged, has bargained and sold, and by these presents, does transfer and convey unto the said Grantee, and unto its successors and assigns, certain property described as follows:

Described property located in Hamilton County, Tennessee, to wit:

See Attached Exhibit "A"

Instrument: 2008061600341
Book and Page: G1 8692 744
DEED RECORDING FEE \$15.00
DATA PROCESSING FEE \$2.00
CONVEYANCE TAX \$429.20
PROBATE FEE \$1.00
Total Fees: \$447.20
User: HCDCA Spruiell
Time: 3:51:41 PM
Contact: Pam Hurst, Register
Hamilton County, Tennessee

AKA: 1021 Englewood Ave Chattanooga, Tennessee 37416

TO HAVE AND TO HOLD the said parcel of land, with the appurtenances, estate, title, and interest thereto belonging, to the said Grantee and It's successors and assigns forever.

Subject to any unpaid taxes, easements and restrictions.

Grantor does further covenant and bind Grantor's successors, to warrant and forever defend the title to the said Grantee and it's successors and assigns, against the lawful claims of all persons by, through or under it, but not further or otherwise.

Bank of New York Trust Company, N.A., as Successor
to JPMorgan Chase Bank as Trustee By Residential Funding Company,
as Attorney-in-Fact

(corporate seal)



BY Jennifer Peters
TITLE LSO
Jennifer Peters

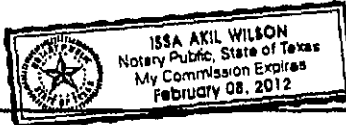
Book and Page: GI 8692 745

State of Texas

County of Dallas

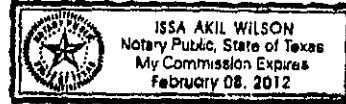
Before me, the undersigned, a Notary Public of the State and County, duly qualified and commissioned, personally appeared, Jennifer Peters personally known to me or pored on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be the ASD President of RFC as attorney in fact for Bank of New York Trust Company, N.A., as Successor to JP Morgan Chase Bank, as trustee, the within named bargainor, a corporation and that he/she as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself/herself as such officer.

WITNESS my hand and Official Seal at Office this 12th of June, 2008

 Notary Public
My Commission Expires: 2/8/12

I, Or we, hereby swear and affirm that, to the best of the affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is \$10.00, which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

AFFIANT Jennifer PetersSubscribed and sworn before me, this 12th of June, 2008

 Notary Public


PROPERTY ADDRESS: 1021 Englewood Ave Chattanooga, Tennessee 37405

OWNER'S NAME AND MAILING ADDRESS: Buy Houses Cash, Inc. * to Box 4386 Chattanooga TN 37405THIS INSTRUMENT PREPARED BY: Florie RobinsonMap# 127I-D-005

STATE OF TENNESSEE COUNTY OF HAMILTON

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$ 116,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Subscribed and sworn to before me, Buy Houses Cash Inc. 925this the 16th day of June, 2008

Pamela Hurst, Register


 Deputy

Book and Page: GI 8692 746

File No. 11437

EXHIBIT "A"

IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE: Lots Nine (9) and Ten (10), Rainbow Circle, as shown by plat recorded in Plat Book 12, page 26 of the Register's Office of Hamilton County, Tennessee. According to said plat said lots from one tract of ground fronting 134.3 feet on the Northeast line of Englewood Avenue, and extending back Northeastwardly to the Southwest Line of Lots 3,4,5 and 6 on which it has a footage of 130 feet; its Northwest line being 60.3 feet and its Southeast line being 91 feet in length.

Subject to water and sewer easement recorded in Book 799, Page 297, of the Register's Office of Hamilton County, Tennessee.

Subject to water and sewer easement reserved in Book 940, Page 177, of the Register's Office of Hamilton County, Tennessee.

Subject to Restrictions recorded in Book O Vol. 23, Page 692 of the Register's Office of Hamilton County, Tennessee.

Subject to any governmental zoning and subdivision ordinances or regulations in effect thereon.

For prior title see Book 5251, page 567 in the Register's Office of Hamilton County, Tennessee.

Homecomings Financial Network	
Box #	
Customer #	441838
Loan #	7927

Exhibit F

IN THE CHANCERY COURT FOR
HAMILTON COUNTY, TENNESSEE, AT CHATTANOOGA

MARY COLLETTE MARTIN,

Plaintiff,

v.

MECOMINGS FINANCIAL, LLC, THE
BANK OF NEW YORK TRUST COMPANY,
N.A., AS SUCCESSOR TO JPMORGAN
CHASE BANK, N.A., AS TRUSTEE, MERS,
INC., I BUY HOUSES CASH, INC, AND
JERRY LAW,

Defendants.

Case No. 08-0439

Part 2

MOTION FOR SUMMARY JUDGMENT

Defendants Homecomings Financial, LLC (“Homecomings”), The Bank of New York Trust Company, N.A., as successor to JPMorgan Chase, Bank, N.A., as trustee, and MERS, Inc. (“MERS;” collectively, the “Defendants”)¹ move for summary judgment on Plaintiff Mary Collette Martin’s (the “Plaintiff”) Verified Second Amended and Substituted Complaint (the “Complaint”).

In the Complaint, Plaintiff seeks damages and the imposition of a constructive trust allegedly resulting from a residential real estate foreclosure sale conducted on or about May 22, 2008, with respect to certain real property located in Chattanooga, Hamilton County, Tennessee (the “Property”). On or about August 30, 2002, Plaintiff and her then husband, Michael A. Martin (“Mr. Martin”), executed a promissory note (the “Note”), secured by a deed of trust (the “Deed of Trust”) on the Property.

¹ Defendants I Buy Houses Cash, Inc. and Jerry Law are not parties to this Motion.

2012 MAR -9 AM 10: 58


FILED
S. LEE AKERS, C&M

As early as 2003, Plaintiff and Mr. Martin defaulted pursuant to the terms of the Note and Deed of Trust. As a result, Homecomings, the servicer of the Note, accelerated the Note. In or around April 2008, in an effort to compromise with Plaintiff and Mr. Martin, Homecomings entered into negotiations with Plaintiff and Mr. Martin regarding a repayment agreement (the "Repayment Agreement"). As conditions precedent to the Repayment Agreement, Homecomings "agree[d] to suspend foreclosure activity on the delinquent account provided that [Plaintiff and Mr. Martin] execute and return th[e] [Repayment Agreement] and the initial payment toward the delinquency in the amount of \$2766.96 no later than 04/28/08." (Emphasis added.) Plaintiff and Mr. Martin failed to meet the conditions precedent to the Repayment Agreement, so Homecomings foreclosed on the Property on or about May 22, 2008, after meeting all of the statutory and contractual prerequisites to foreclosure.

As outlined more fully in the Memorandum in Support of Defendants' Motion for Summary Judgment, there are no material issues of fact in dispute, and Defendants are entitled to summary judgment with respect to all of Plaintiff's claims. In support of the Motion, Defendants further rely on the Affidavit of Juan Aguirre (attached hereto as EXHIBIT A) and Plaintiff's Responses to Defendants' Interrogatories (attached hereto as EXHIBIT B). Likewise, Defendants rely on the contemporaneously filed the Statement of Undisputed Facts, as required by Tennessee Rule of Civil Procedure 56.03.

Respectfully submitted,

BRADLEY ARANT BOULT CUMMINGS LLP

By: 
Christopher E. Thorsen, No. 21049
Melissa M. Burton, No. 26703
1600 Division Street, Suite 700
Nashville, Tennessee 37203
P: (615) 252-2394
F: (615) 252-6394
cthorsen@babco.com
mburton@babco.com

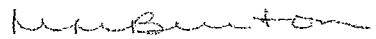
*Attorneys for Defendants Homecomings Financial,
LLC, The Bank of New York Trust Company, NA,
Successor to JPMorgan Chase Bank, NA as
Trustee, and MERS, Inc.*

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing was served upon the following via U.S.
Mail and Email on March 8, 2012:

Harry W. Miller, III
Law Office of W. Thomas Bible, Jr.
6918 Shallowford Road - Suite 100
Chattanooga, Tennessee 37421

Peter C. Ensing
6139 Preservation Drive, Suite 2
Chattanooga, Tennessee 37416


Melissa M. Burton

NOTICE OF HEARING

**This motion will be heard March 26, 2012
at 8:00 a.m.**

IN THE CHANCERY COURT FOR
HAMILTON COUNTY, TENNESSEE, AT CHATTANOOGA

MARY COLLETTE MARTIN,)
)
Plaintiff,)
)
v.)
)
HOMECOMINGS FINANCIAL, LLC, THE)
BANK OF NEW YORK TRUST COMPANY,)
N.A., AS SUCCESSOR TO JPMORGAN)
CHASE BANK, N.A., AS TRUSTEE, MERS,)
INC., I BUY HOUSES CASH, INC, AND)
JERRY LAW,)
)
Defendants.)

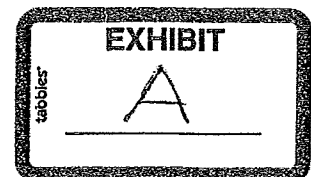
Case No. 08-0439

AFFIDAVIT OF JUAN AGUIRRE

Juan Aguirre being duly sworn, states that if called upon to testify, the undersigned's testimony would be as follows:

1. I am the Manager-Litigation Support at GMAC Mortgage, LLC.
2. I make this affidavit in support of Defendants Homecomings Financial, LLC, The Bank of New York Trust Company, N.A., as Successor to JPMorgan Chase Bank, N.A., as Trustee, and MERS, Inc.'s Motion for Summary Judgment.¹
3. On or about August 30, 2002, Plaintiff Mary Collette Martin ("Plaintiff") and Michael A. Martin ("Mr. Martin") executed a promissory note payable to Northwest Georgia Bank in the principal amount of \$112,000.00 (the "Note"). A true and correct copy of the Note

¹ Defendants are filing this Affidavit in accordance with Paragraph 7 of the Agreed Protective Order submitted to the Court on or about December 9, 2011. Because this Affidavit and the accompanying motion for summary judgment, brief, and exhibits discuss and include material designated "CONFIDENTIAL" under the Agreed Protective Order, Defendants respectfully request that all "CONFIDENTIAL" material remain sealed and not be included in the public record.



is attached hereto as **Exhibit 1**. In an allonge, the Note was endorsed by Northwest Georgia Bank to Synovus Mortgage Corporation.

4. The Note was secured by a Deed of Trust (the "Deed of Trust") on certain real property located in Chattanooga, Hamilton County, Tennessee (the "Property") that was executed by Plaintiff and Mr. Martin on or about August 30, 2002. A true and correct copy of the Deed of Trust, as recorded in the land records of Hamilton County, Tennessee, on September 13, 2002, at Book 6367, Page 27, Instrument Number 2002091300090, is attached hereto as **Exhibit 2**.

5. From the execution of the Note and Deed of Trust on August 30, 2002, to the present, all payments made pursuant to the Note and Deed of Trust were applied in the manner outlined in Paragraph 2 of the Deed of Trust.

6. On or about September 13, 2002, Northwest Georgia Bank recorded an assignment of the Deed of Trust to MERS, Inc. ("MERS") in the land records of Hamilton County, Tennessee. A true and correct copy of the assignment, as recorded in the land records of Hamilton County, Tennessee, at Book 6367, Page 44, Instrument Number 2002091300091, is attached hereto as **Exhibit 3**.

7. The Note and Deed of Trust were subject to a Pooling and Servicing Agreement, dated December 1, 2002 (the "Pooling and Servicing Agreement"), naming Residential Funding Corporation as the master servicer and JPMorgan Chase Bank, N.A. ("JPMorgan") as the trustee. In connection with the Pooling and Servicing Agreement, the Note was endorsed from Synovus Mortgage Corporation to Residential Funding Corporation. Residential Funding Corporation then endorsed the Note to JPMorgan, as Trustee.

8. The Bank of New York Trust Company ("BONY") became the successor trustee to JPMorgan through the recording of a Substitute Trustee's Deed on or about June 2, 2008, in the land records of Hamilton County, Tennessee. A true and correct copy of the Substitute Trustee's Deed, as recorded in the land records of Hamilton County, Tennessee, at Book 8679, Page 545, Instrument Number 2008060200099, is attached hereto as Exhibit 4.

9. Homecomings Financial, LLC ("Homecomings") is a subsidiary of Residential Funding Corporation and assumed servicing responsibilities on the loan.

10. Beginning as early as 2003, Plaintiff and Mr. Martin defaulted pursuant to the terms of the Note and Deed of Trust by failing to make their monthly payments when due.

11. On or about February 22, 2008, Homecomings sent Plaintiff and Mr. Martin a letter notifying them of their default and informing them of the full amount that needed to be paid within thirty days to cure the default. A true and correct copy of this letter dated February 22, 2008, from Homecomings to Plaintiff and Mr. Martin is attached hereto as Exhibit 5.

12. Plaintiff and Mr. Martin failed to cure the default within thirty days of the February 22, 2008 letter from Homecomings.

13. The loan account statement dated March 18, 2008, that Homecomings mailed to Plaintiff and Mr. Martin at the Property showed that the amount past due was \$4,150.44. A true and correct copy of the account statement dated March 18, 2008, is attached hereto as Exhibit 6.

14. On or about April 14, 2008, McCurdy & Candler, L.L.C. ("McCurdy & Candler"), the foreclosure counsel hired by Homecomings, sent Plaintiff and Mr. Martin a notice pursuant to the Fair Debt Collection Practices Act notifying them that McCurdy & Candler had been retained to collect the outstanding balance on their mortgage. A true and correct copy of

the letter from McCurdy & Candler to Plaintiff and Mr. Martin dated April 14, 2008, is attached hereto as Exhibit 7.

15. On or about April 15, 2008, Homecomings sent Plaintiff and Mr. Martin a letter informing them that the foreclosure sale on the Property had been scheduled and urging them to take action with respect to the loan. A true and correct copy of the letter from Homecomings to Plaintiff and Mr. Martin dated April 15, 2008, is attached hereto as Exhibit 8.

16. On or about April 21, 2008, McCurdy & Candler sent Plaintiff and Mr. Martin a letter accelerating the Note and demanding payment in full. That letter also enclosed a copy of the Notice of Sale Under Power that was published in the *Chattanooga Free Press*. A true and correct copy of the letter from McCurdy & Candler dated April 21, 2008, is attached hereto as Exhibit 9.

17. Plaintiff and Mr. Martin failed to remedy the default under the Note and Deed of Trust.

18. In or around April 2008, in an effort to compromise with Plaintiff and Mr. Martin, Homecomings entered into negotiations with Plaintiff and Mr. Martin regarding a repayment agreement (the "Repayment Agreement").

19. On or about May 2, 2008, Homecomings sent Plaintiff and Mr. Martin a letter that constituted the Repayment Agreement.

20. Plaintiff signed and returned the Repayment Agreement to Homecomings on or about May 18, 2008. A true and correct copy of the Repayment Agreement that was signed by Plaintiff is attached hereto as Exhibit 10.

21. On or about May 18, 2008, Mr. Martin was still a borrower on the loan at issue.

22. Homecomings' acceptance of the Repayment Agreement was expressly conditioned upon Mr. Martin's execution of the Repayment Agreement as well as Plaintiff's.

23. Mr. Martin never executed the Repayment Agreement.

24. The initial cashier's check that Plaintiff had sent to Homecomings in or around May 27, 2008, in the amount of \$1,383.48, did not contain Plaintiff's account number and failed to contain information sufficient to identify Plaintiff's account on the cashier's check.


25. Homecomings' Loan Servicing Policies and Procedures required that unidentified checks be logged into a spreadsheet and returned to the sender with a letter explaining that the check was unidentifiable. A true and correct copy of the relevant portion of Homecomings' Loan Servicing Policies and Procedures is attached hereto as Exhibit 11.

26. Upon receipt of Plaintiff's unidentifiable check, Homecomings followed its policies and procedures and logged the receipt of the check and returned the cashier's check to its sender, First Tennessee Bank. A true and correct copy of the log showing the receipt of Plaintiff's unidentifiable check is attached hereto as Exhibit 12.

27. Because Plaintiff and Mr. Martin failed to meet the conditions precedent to the Repayment Agreement, Homecomings foreclosed on the Property on or about May 22, 2008, after meeting all of the statutory and contractual prerequisites to non-judicial foreclosure in Tennessee.

28. Defendant I Buy Houses Cash, Inc. purchased the Property as a third party at the foreclosure sale.

FURTHER, THE AFFIANT SAITH NOT.



Juan Aguirre

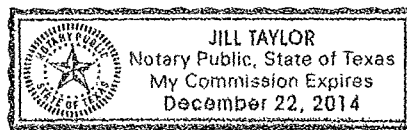
STATE OF TX)
COUNTY OF Dallas)

Sworn to and subscribed before me this 7th day of March, 2012.



Notary Public

My Commission Expires: 12/22/2014



NOTE

August 30, 2002
[Date]

RINGGOLD
[City]

MIN# [REDACTED] 383-0
GEORGIA
[State]

1021 ENGLEWOOD AV, CHATTANOOGA, TN 37405
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$112,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is NORTHWEST GEORGIA BANK.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 10.0000 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on October 1, 2002. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on September 1, 2032, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 5063 ALABAMA HIGHWAY, RINGGOLD, GA 30736
or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$982.88

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

MIN # [REDACTED] 383-0

[REDACTED] 383

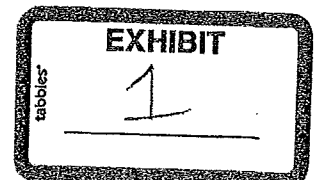
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MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP -5N 100051 MW 05/00 Form 3200 1/01
VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 3

Initials: *[Signature]*



5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

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10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


MICHAEL A MARTIN (Seal)
-Borrower


MARY COLLETTE MARTIN (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

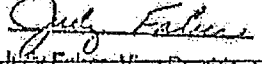
WITHOUT RECOURSE
PAY TO THE ORDER OF
RESIDENTIAL FUNDING CORPORATION (Seal)
-Borrower

SYNOVUS MORTGAGE CORP.


BY: DENNIS SUNDERLAND (Seal)
ITS: ASST. VICE PRESIDENT -Borrower

(Seal)
-Borrower

PAY TO THE ORDER OF
JP MORGAN CHASE BANK, AS TRUSTEE
WITHOUT RECOURSE
Residential Funding Corporation

BY 
Judy Faber, Vice President (Seal)
-Borrower

(Sign Original Only)

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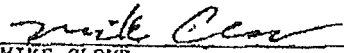
FAX NO.

P. 02/02

ALLONGE TO NOTE

This Allonge is attached to and incorporated into that certain Note dated August 30, 2002 from
Michael A. Martin and Mary Collette Martin to Northwest Georgia Bank in the amount of \$112,000.00.

Without Recourse pay to the order of Synovus Mortgage Corp.


By: MIKE CLOUD
As: VICE PRESIDENT

Return To:
NW GEORGIA LAND TITLE
CO., INC.
7749 NASHVILLE STREET
RINGGOLD, GEORGIA 30736

* Prepared By: *Same*

Loan# *383*

Instrument: 2002091300090
Book and Page: 61 6367 27
Data Processing Fee \$85.00
Mortgage Tax \$2.00
Probate Fee \$126.50
Total Fees: \$214.50
User: KSPRIJELL
Date: 13-SEP-2002
Time: 09:07:44 A
Contact: Pam Hurst, Register
Hamilton County Tennessee

The Maximum Principal Indebtedness for Tennessee recording tax purposes is \$ *112,000.00*.

(Space Above This Line For Recording Data)

DEED OF TRUST

MIN *383-0*

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated August 30, 2002 together with all Riders to this document.
- (B) "Borrower" is MICHAEL A MARTIN and MARY COLLETTE MARTIN, HUSBAND AND WIFE

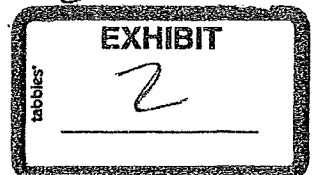
Borrower is the trustor under this Security Instrument.
(C) "Lender" is NORTHWEST GEORGIA BANK

Lender is a CORPORATION
organized and existing under the laws of GEORGIA

106 MARTIN *383*
TENNESSEE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3043 1/01

Page 1 of 15
VMP MORTGAGE FORMS - (800)521-7131



Book and Page: GI 6367 28

Lender's address is 5063 ALABAMA HIGHWAY, RINGGOLD, GA 30736

(D) "Trustee" is C CHADD YOUNGE

a resident of Tennessee.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated August 30, 2002

The Note states that Borrower owes Lender One Hundred Twelve Thousand and no/100

Dollars

(U.S. \$112,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 1, 2032. The maximum principal indebtedness for Tennessee recording tax purposes is \$112,000.00

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input checked="" type="checkbox"/> Other(s) [specify] Waiver of Borrower's Rights and Closing Attorney's Affidavit

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

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(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (a) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (b) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

REGISTER OF DEEDS

of

HAMILTON COUNTY

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE ATTACHED EXHIBIT "A"

Derivation Clause

The instrument constituting the source of the Borrower's interest in the foregoing described property was a Warranty Deed recorded in Book 5251, page 567 in the Register's Office of HAMILTON County, Tennessee.

Parcel ID Number: 1271-D-005

which currently has the address of

1021 ENGLEWOOD AV

[Street]

CHATTANOOGA

[City], Tennessee

37405

[Zip Code]

("Property Address"):

TO HAVE AND TO HOLD, the aforescribed property, together with all the hereditaments and appurtenances thereunto belonging to, or in anywise appertaining, unto the Trustee, its successors in trust and assigns, in fee simple forever. Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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Form 3043 1/01

Book and Page: GI 6367 30

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due

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for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the

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work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there

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is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

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As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if

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acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure.

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There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of

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Form 3043 1/01

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release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Trustee shall give notice of sale by public advertisement in the county in which the Property is located for the time and in the manner provided by Applicable Law, and Lender or Trustee shall mail a copy of the notice of sale to Borrower in the manner provided in Section 15. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and under the terms designated in the notice of sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. If the Property is sold pursuant to this Section 22, Borrower, or any person holding possession of the Property through Borrower, shall immediately surrender possession of the Property to the purchaser at the sale. If possession is not surrendered, Borrower or such person shall be a tenant at will of the purchaser and hereby agrees to pay the purchaser the reasonable rental value of the Property after sale.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Waivers. Borrower waives all right of homestead, equity of redemption, statutory right of redemption and relinquishes all other rights and exemptions of every kind, including, but not limited to, a statutory right to an elective share in the Property.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

IN WITNESS WHEREOF, Borrower has executed this Security Instrument.

Witnesses:

Arnette Wilkins
[Signature]
Comm. exp.
1.5/28/04

Michael A. Martin
MICHAEL A MARTIN (Seal)
-Borrower

Mary Collette Martin
MARY COLLETTE MARTIN (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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Page 14 of 15

Form 3043 1/01

File No. 11437

Book and Page: GI 6367 42

EXHIBIT "A"

IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE: Lots Nine (9) and Ten (10), Rainbow Circle, as shown by plat recorded in Plat Book 12, page 26 of the Register's Office of Hamilton County, Tennessee. According to said plat said lots from one tract of ground fronting 134.3 feet on the Northeast line of Englewood Avenue, and extending back Northeastwardly to the Southwest Line of Lots 3,4,5 and 6 on which it has a footage of 130 feet; its Northwest line being 60.3 feet and its Southeast line being 91 feet in length.

Subject to water and sewer easement recorded in Book 799, Page 297, of the Register's Office of Hamilton County, Tennessee.

Subject to water and sewer easement reserved in Book 940, Page 177, of the Register's Office of Hamilton County, Tennessee.

Subject to Restrictions recorded in Book O Vol. 23, Page 692 of the Register's Office of Hamilton County, Tennessee.

Subject to any governmental zoning and subdivision ordinances or regulations in effect thereon.

For prior title see Book 5251, page 567 in the Register's Office of Hamilton County, Tennessee.

8095461

ASSIGNMENT
STATE OF TENNESSEE, COUNTY OF HAMILTON

FOR VALUE RECEIVED, NORTHWEST GEORGIA BANK, (Assignor), whose address is 5063 ALABAMA HIGHWAY, (P.O. Box 248), Ringgold, Georgia, 30736, does hereby transfer, assign, and convey unto: Mortgage Electronic Registration Systems Inc. whose address is:

its successors and assigns as
nominee for Synovus Mortgage Corp.
its successors and assigns

MIN # 10008560000-847383-0

P.O. Box 2026 Flint Michigan 48501-2026

Its successors and assigns, all Assignor's rights, title and interest in, to and under (the attached) (that certain) security instrument executed by:

MICHAEL A MARTIN AND WIFE, MARY COLLETTE MARTIN

to Northwest Georgia Bank, recorded in the Register's office of HAMILTON County, in Deed Book 867 Page 27, together with the property therein described to wit:

1021 ENGLEWOOD AVENUE CHATTANOOGA TN 37405

In HAMILTON County, the indebtedness secured thereby and all powers and privileges contained in said security instrument.

IN WITNESS WHEREOF, Assignor has caused these presents to be executed on its behalf, its corporate name to be subscribed, and its Seal affixed hereto, by its only authorized corporate officers, this 30TH day of AUGUST, 2002.

NORTHWEST GEORGIA BANK

BY: W.A. Jones Instrument: 2002091300091
W.A. JONES, V.P. Book and Page: 61 6367 44
ATTEST: Mike Cloud Data Processing Fee \$2.00
MIKE CLOUD, V.P. Title-Recording Fee \$10.00
User: KSPRIELL
Date: 13-SEP-2002
Signed, Sealed, and Delivered in the presence of: 07:44 A
Contact: Pam Hurst, Register
Hamilton County Tennessee

Before me, Cynthia Pritchett, of the state and county aforesaid, personally appeared W.A. JONES with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be president (or other officer) authorized to execute the instrument of the Northwest Georgia Bank, the within named VICE PRESIDENT executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself.

WITNESS my hand and seal, at office in Catoosa County, this 30TH day of AUGUST, 2002.

Cynthia Pritchett
Notary Public

My Commission Expires: My Commission Expires February 4, 2005

The Maximum Principal Indebtedness
for Tennessee recording tax purposes

PREPARED BY: ALICIA FOSKEY
NORTHWEST GEORGIA BANK
P.O. BOX 248 RINGGOLD GA 30736
7749 Joshua St
Ringgold GA 30736



Prepared by and Return to:
Laura Grifka/phogic 05/22/2008
McCurdy & Candier, L.L.C. PO 57
250 East Ponce DeLeon Avenue, Suite 600
Decatur, GA 30030

Instrument: 2008-000099
Book and Page: GI 8664 545
DEED RECORDING FEE \$18.00
DATA PROCESSING FEE \$2.00
CONVEYANCE TAX \$643.06
PRORATE FEE \$1.00
Total Fees: \$664.06
User: HCCD\Fraudenberg
Date: 5/22/2008 10:40 AM
Contact: Pam Hurst, Register
Hamilton County, Tennessee
Tomcomings Financial

SUBSTITUTE TRUSTEE

File No. 08-08625 / Mary Collette Martin and Michael A. Martin

Tennessee, Hamilton County

WHEREAS, by Deed of Trust dated August 30, 2002, and recorded in the Register's Office of Hamilton County, Tennessee, on September 13, 2002 at Deed Book GI6367, Page 27, ("Deed of Trust"), Mary Collette Martin and Michael A. Martin conveyed to C. Chadd Younger, Trustee, as Trustee, the hereinafter described property for the purpose of securing payment of the indebtedness and performance of the obligations therein mentioned and set forth; and

WHEREAS, the beneficial interest of said Deed of Trust was last transferred and assigned to Mortgage Electronic Registration Systems, Inc.; and

WHEREAS, Mortgage Electronic Registration Systems, Inc., being the owner and holder of the debt secured, appointed the undersigned as Substitute Trustee by instrument of record in Instrument No. 2008051300063, Deed Book GI 8664, Page 547, in the Register's Office of Hamilton County, Tennessee; and

WHEREAS, default has been made in the payment of said indebtedness and the performance of said obligations thereby secured to be paid and performed, and the holder of said Deed of Trust requested the undersigned to advertise and sell said property under the terms and provisions of said Deed of Trust; and

WHEREAS, the property was advertised for sale in conformity with the laws of Tennessee and the terms and provisions of said Deed of Trust on 4/30, 5/7, 5/14, in The Chattanooga Free Press, by which advertisement the sale was held on May 22, 2008, in Hamilton County, Tennessee, in bar of the equities of redemption, dower, and homestead; and

WHEREAS, at the time and place mentioned in said advertisement, the undersigned's agent, offered said property for sale at public outcry to the highest and best bidder for cash, at which sale The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank N.A. as Trustee, being the highest, best and last bidder, became the purchaser of said property at and for the sum of \$116,381.77; and

WHEREAS, the said owner and holder of the debt has assigned its interests in the said property to The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank N.A. as Trustee, its successors and assigns;

WHEREAS, the owner and holder of said debt for which said property was sold has complied with the terms of sale by paying into the hands of the undersigned Substitute Trustee the expenses of the sale, the balance of the purchase price being credited on the indebtedness secured by said Deed of Trust;

NOW, THEREFORE, in consideration of the premises and of the payment by The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank N.A. as Trustee as aforesaid, of the said sum of money, receipt of which payment is hereby acknowledged, the undersigned Laura A. Grifka, as Substitute Trustee, does hereby grant, bargain, sell and convey unto The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank N.A. as Trustee, its successors and assigns, in fee simple forever, the following described property, to-wit:

FOR LEGAL DESCRIPTION, SEE EXHIBIT "A"
ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT

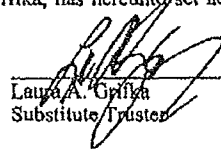
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Book and Page: 67 1579 546

Homecomings Financial
File No. 08-08625 / Mary Collette Martin and Michael A. Martin

TO HAVE AND TO HOLD the property described above, together with the privileges, appurtenances, and hereditaments thereunto belonging or in any way appertaining unto the said The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank N.A. as Trustee, its successors and assigns, forever, to whom the said, Laura A. Grifka, as Substitute Trustee, warrants the title to the aforesaid property against the lawful claims and demands of all persons claiming by, through or under him, but not further nor otherwise.

IN TESTIMONY WHEREOF, Laura A. Grifka, has hereunto set her hand, on May 22, 2008.


Laura A. Grifka
Substitute Trustee

STATE OF GEORGIA
COUNTY OF DEKALB

On May 22, 2008, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared, Laura Grifka, Substitute Trustee, the within named bargainor, with whom I am personally acquainted (or proved on the basis of satisfactory evidence), and who, upon oath, acknowledged that he/she executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and Notarial Seal the day and year above written.


My Commission Expires: 7/25/10

STATE OF GEORGIA
COUNTY OF DEKALB

I hereby swear or affirm that to the best of my knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$173,800.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

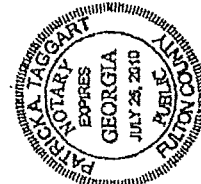

Affiant

Subscribed and sworn to before me on May 22, 2008.


Notary Public

Mail Tax Notices to and Property Owner:
Homecomings Financial, LLC
1270 Northland Drive, Suite 200
Mendota Heights, MN 55120

Map & Parcel No.: 127ID005
Property Address: 1021 Englewood Avenue
Chattanooga, TN 37405



Book and Page: 0' 679 547

Homecomings Financial
File No. 08-08625/Mary Collette Martin and Michael A. Martin

Exhibit "A"

IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE: Lots Nine (9) and Ten (10), Rainbow Circle, as shown by plat recorded in Plat Book 12, Page 26 of the Registers Office of Hamilton County, Tennessee. According to said plat lots from one tract of ground fronting 134.3 feet on the Northeast line of Englewood Avenue, and extending back Northeastwardly to the Southwest line of Lots 3, 4, 5 and 6 on which it has a footage of 130 feet; its Northwest line being 60.3 feet and its Southeast line being 91 feet in length.

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Subject to water and sewer easement reserved in Book 940, Page 177, of the Registers Office of Hamilton County, Tennessee.

Subject to Restrictions recorded in Book O, Vol. 23, Page 692 of the Registers Office of Hamilton County, Tennessee.

Subject to any governmental zoning and subdivision ordinances or regulations in effect thereon.

Being the same property as conveyed to Mary Collette Martin by deed recorded at Deed Book GI 5251, Page 567 on 12/21/1998 in the Registers Office of Hamilton County, Tennessee.

Homecomings Financial

A GMAC Company

PO Box 205

Waterloo, IA 50704-0205

02/22/08

MICHAEL A MARTIN
MARY COLLETTE MARTIN
1021 ENGLEWOOD AVE

CHATTANOOGA

TN 37405-2311

RE: Account Number [REDACTED] 7927
Property Address 1021 ENGLEWOOD AV

CHATTANOOGA TN 37405

Dear MICHAEL A MARTIN
MARY COLLETTE MARTIN

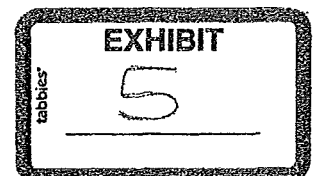
Our records indicate the above-referenced mortgage loan is in default.

Your account is due for 01/01/08, and succeeding payments. This is a demand for payment of the total amount due and owing as of the date of this letter, which is as follows:

Payments	\$	2766.96
Late Charges	\$	835.38
Fees, Costs, and other amounts accrued		
to date	\$	130.00
Suspense	\$	0.00
Total Amount Due	\$	3732.34

You may cure the default by paying the total amount due, indicated above, within thirty (30) days from the date of this letter. You are also responsible for paying any additional payments, fees, and charges that become due during this 30-day period. Payments must be made in certified funds or cashier's check. If funds tendered are not honored for any reason, the default will not be cured. Our acceptance of any funds less than the total amount due shall not constitute a waiver of our rights and/or remedies under the loan documents or applicable law.

(continued on back)



02/22/08
Account Number [REDACTED] 7927
Page Two

You are hereby notified your credit rating may be adversely affected if you fail to fulfill the terms of your credit obligations. You are also notified we may visit the above-referenced property from time to time to determine its condition and occupancy status, the costs of which you will be responsible for.

Unless we receive full payment of all past-due amounts, we will accelerate the maturity of the loan, declare the obligation due and payable without further demand, and begin foreclosure proceedings. This could result in the loss of your property. You have the right to assert or defend the non-existence of a default and you may have other rights under state law.

Once in foreclosure, you have the right to reinstate your account up to five days prior to the foreclosure sale of the property if: 1) you pay the total amount due plus any fees, costs and other amounts accrued through the reinstatement date, and 2) you take any other action reasonably required by us to assure the security of the property, as well as your obligations under the loan documents continue in full force and effect.

HUD-approved counseling is available on FHA guaranteed loans by calling 800-569-4287. If you would like to discuss any matter contained in this notice, we encourage you to contact our loan counselors immediately at 800-799-9250.

Collection Department
Loan Servicing

Notice - This is an attempt to collect a debt and any information obtained will be used for that purpose. If your debt has been discharged in bankruptcy, our rights are being exercised against the collateral for the above-referenced loan, not as a personal liability.

5020

Homecomings Account Statement

CUSTOMER INFORMATION

Name: MICHAEL A MARTIN
MARY COLLETTE MARTIN
Account Number: 7927
Home Phone #: (423)304-2012

PROPERTY ADDRESS

1021 ENGLEWOOD AV
CHATTANOOGA TN 37405

Homecomings Financial
A GMAC Company

Visit us at www.homecomings.com for
account information or to apply on-line.

951701 04/06/07 08:30 0031164 20080319 HC043108 MORTG 1 02 DOM HC24310000+ 146316 NO

#BWNHJPY
#KW75570H12483#



MICHAEL A MARTIN
MARY COLLETTE MARTIN
1021 ENGLEWOOD AVE
CHATTANOOGA TN 37405-2311

Customer Care Inquiries: 1-800-206-2901
Home Financing Needs: 1-877-695-3633

Please verify your mailing address, borrower and co-borrower information. Make necessary corrections on this portion of the statement, detach and mail to address listed for inquiries on the reverse side.

Account Information

Account Number: 7927
Current Statement Date: March 18, 2008
Maturity Date: September 01, 2032
Interest Rate: 10.00000
Current Principal Balance*: \$107,615.90
Current Escrow Balance: \$236.55-
Interest Paid Year-to-Date: \$1,795.73
Taxes Paid Year-to-Date: \$0.00

For Customer Care inquiries call: 1-800-206-2901
For Insurance inquiries call: 1-800-237-6787
For Payment Arrangements call: 1-800-799-9250

Details of Amount Due/Paid

Principal and Interest: \$982.88
Subsidy/Buydown: \$0.00
Escrow: \$400.60
Amount Past Due: \$4,150.44
Outstanding Late Charges: \$884.52
Other: \$141.25
Total Amount Due: \$6,559.69
Account Due Date: January 01, 2008

Account Activity Since Last Statement

Description	Due Date	Tran. Date	Tran. Total	Principal	Interest	Escrow	Add'l Products	Late Charge	Other
PROP INSPECTION FEE	12/01/07	03/04/08	\$11.25						\$11.25
Payment	12/01/07	02/22/08	\$1,383.48	\$85.37	\$897.51	\$400.60			
CORP ADV 3 DRM	11/01/07	02/19/08	\$85.00						\$85.00

*This is your Principal Balance only, not the amount required to pay the loan in full. For payoff figures and mailing instructions, call the Customer Care number above or you may obtain necessary payoff figures through our automated system (24 hours a day, 7 days a week).

See back for automatic payment sign-up information and other payment options.

Important News

Pay down debt! Fund a home improvement project or tuition! Call the number above to apply for a Home Equity Line or Loan!

See Reverse Side For Important Information
Mail This Portion With Your Payment

EXHIBIT

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Account Number [REDACTED] 7927

Current Statement Date March 18, 2008

Maturity Date September 01, 2032

Interest Rate 10.00000

Current Principal Balance* \$107,615.90

Current Escrow Balance \$236.55-

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Taxes Paid Year-to-Date \$0.00

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For Insurance inquiries call: 1-800-237-6787
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Important News

Pay down debt! Fund a home improvement project or tuition! Call the number above to apply for a Home Equity Line or Loan!

See Reverse Side For Important Information

Mail This Portion With Your Payment

Mortgage Payment Coupon				
Account Number	Due Date	Mortgage Payment	Total Amt. Due	Amount Due With Late Fee If Received 15 Days AFTER Due Date
[REDACTED] 7927	01/01/08	\$1,383.48	\$6,559.69	\$1,432.62

MICHAEL A MARTIN

Please assist Homecomings in applying your payment	
Full Payment(s)	\$
ADDITIONAL Principal	\$
ADDITIONAL Escrow	\$
Late Charge	\$
Other Fees (please specify)	\$
Total Amount Enclosed	\$

Sign here to enroll in monthly ACFI.
(See back for details.)

HOMEcomings FINANCIAL
PO BOX 9001719
LOUISVILLE KY 40290-1719

02 0108 [REDACTED] 7927 00138348 04914 22222 4

LAW OFFICES
McCURDY & CANDLER, L.L.C.

SUITE 600
250 EAST PONCE DE LEON AVENUE
DECATUR, GEORGIA 30030
TELEPHONE 404-373-1612

JULIUS A. McCURDY (1993 1993)
SCOTT CANDLER, JR. (1978 1984)
J. ROBIN HARRIS (1925 1989)

JOHN WALTER DRAKE
ALAN E. RAUBER
JOHN C. SAMMON
ANTHONY DEMARLO
SCOTT CANDLER, III
CLARK E. CANDLER
EDNA E. HAWES
SIDNEY A. GELERNTER *

DONALD C. SUESSMITH, Jr.
CHRISTIE G. HENNINGS **
J. MICHAEL DUGAN *
DEBORAH Y. CHANDLER
KARL P. ENDERLE
FRANK R. OLSON ****
TONYA M. KING *****
A. BRETT VERNER

OF COUNSEL:

REBECCA A. HOELTING
TERRI A. CANDLER
MARGARET C. COURTRIGHT ***

R. THEODORE SMITH (RETIRED)
H. RAUFORD HODGES, JR. (RETIRED)

*ALSO ADMITTED IN TENNESSEE **ALSO ADMITTED IN ALABAMA
*** ALSO ADMITTED IN NORTH CAROLINA
**** ALSO ADMITTED IN NORTH CAROLINA AND TENNESSEE
*****ALSO ADMITTED IN FLORIDA

MAILING ADDRESS
P.O. BOX 67
DECATUR, GEORGIA 30031

BANKRUPTCY DEPT. TELECOPIER 404-370-7237
FORECLOSURE DEPT. TELECOPIER 404-370-7232
POST-FORECLOSURE DEPT. TELECOPIER 404-214-5245

WEBSITE:
www.mccurdyandcandler.com

April 14, 2008

Mary C. Martin and Michael A. Martin
1021 Englewood Avenue
Chattanooga, TN 37405

Re: Our File No.: 08-08625
Loan No.: [REDACTED] 7927
Payoff: \$116,223.39
Borrower Name: Mary C. Martin and Michael A. Martin
Property Address: 1021 Englewood Avenue
Chattanooga, TN 37405

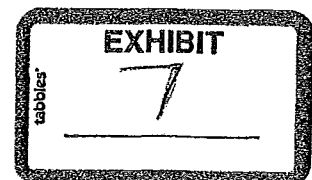
Mortgage Company: Homecomings Financial

Dear Borrower:

NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT 15 USC 1692
INITIAL COMMUNICATION LETTER

This law firm represents Mortgage Electronic Registration Systems, Inc. the creditor on the above referenced loan. This letter is to advise you that we have been retained to collect the debt secured by the above-referenced property, which may involve foreclosure proceedings against said property. As of the date of this letter, you owe \$116,223.39. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, you may call our loss mitigation department at 1-866-303-0517.

This letter is an attempt to collect a debt and any information obtained by virtue of it will be used for that purpose. Unless you notify us within thirty (30) days after receipt of this letter that the validity of this debt, or any portion of it, is disputed, we will assume that the debt is valid. If you notify us in writing of a dispute, we will obtain verification of the debt and mail it to you. If the creditor named in this letter is not the original creditor, and you make a written request to this law firm within thirty (30) days after receipt of this notice, then the name and address of the original creditor will be mailed to you by this law firm. We may commence the foreclosure action without waiting thirty (30) days, if so requested by our client.



Page 2

If you have received a discharge in Bankruptcy proceeding, this notice is not intended to indicate that you are personally liable for this debt. In this instance the information concerning the associated debt owed is for informational purposes only and should be disregarded for any purposes other than that of conducting a non judicial foreclosure of the security pursuant to Tennessee law.

All communication about the loan must now be made through this law firm. For further information about this matter you may contact this office using the following toll free number: 1-866-303-0517. The lender may allow you to reinstate the loan and stop the foreclosure. You may call to find out if reinstatement is allowed; and if allowed, to find out the amount of money you must pay in order to cure the default. If you are allowed to reinstate your loan, payment must be made through our office in the form of certified funds or cashier's check. Other alternatives the lender may consider are full payoffs, short payoffs, deeds in lieu of foreclosure, restructure of your loan, loan modification or some other mutual agreement. The lender is willing to consider your individual circumstances and will be flexible in its consideration of various alternatives. This is not meant to indicate that the lender will definitely accept any of the above alternatives as your loan has been accelerated and foreclosure proceedings will continue. I urge you to contact our office at our toll free number of 1-866-303-0517 immediately regarding your situation.

BE GOVERNED ACCORDINGLY.

Sincerely,

Laura Grifka
Laura Grifka

LG/pbogle

THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR AND IS ATTEMPTING TO COLLECT A DEBT
AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE

* Homeownership counseling is available to you through the Credit Counseling Resource Center (CCRC), an alliance of consumer credit counseling agencies. The CCRC has been retained by Homecomings Financial, LLC to provide advice to you on credit issues, including how to reduce debt and improve cash flow management capabilities. You may contact them at 1-877-806-0775 for assistance at no cost to you, or you may wish to contact a HUD-approved counseling agency by calling 1-800-569-4287 for further information.

104 Fax Grifta Post April
214-9573

LAW OFFICES
McCURDY & CANDLER, L.L.C.

SUITE 600
250 EAST PONCE DE LEON AVENUE
DECATUR, GEORGIA 30030
TELEPHONE 404-373-1812

JULIUS A. McCURDY (1903-1993)
SCOTT CANDLER, JR. (1926-1994)
J. ROBIN HARRIS (1925-1999)

JOHN WALTER DRAKE
ALAN E. RAUBER
JOHN C. SAMMON
ANTHONY DEMARLO
SCOTT CANDLER, III
CLARK E. CANDLER
EDNA B. HAVES
SIDNEY A. GELERNTER *

DONALD C. SUESSMITH, JR.
CHRISTIE G. HENNINGS **
J. MICHAEL DUGAN *
DEBORAH Y. CHANDLER
KARL P. ENDERLE
FRANK R. OLSON ****
TONYA M. KING *****
A. BRETT VERNER

OF COUNSEL:
REBECCA A. HOELTING
TERRIA CANDLER
MARGARET C. COURTRIGHT ***

R. THEODORE SMITH (RETIRED)
H. RAIFORD HODGES, JR. (RETIRED)

*ALSO ADMITTED IN TENNESSEE **ALSO ADMITTED IN ALABAMA
***ALSO ADMITTED IN NORTH CAROLINA
****ALSO ADMITTED IN NORTH CAROLINA AND TENNESSEE
*****ALSO ADMITTED IN FLORIDA

MAILING ADDRESS

P.O. BOX 57
DECATUR, GEORGIA 30031

BANKRUPTCY DEPT. TELECOPIER 404-376-7237
FORECLOSURE DEPT. TELECOPIER 404-376-7232
POST-FORECLOSURE DEPT. TELECOPIER 404-214-5245

WEBSITE
www.mccurdyandcandler.com

April 21, 2008

Certified Mail

Return Requested 70073020000083406710
and Regular Mail

Mary Collette Martin and Michael A. Martin
1021 Englewood Avenue
Chattanooga, TN 37405

RE: NOTICE OF FORECLOSURE SALE ENCLOSED

Our File No.: 08-08625

Loan No.: [REDACTED] 7927

Borrower Name: Mary Collette Martin and Michael A. Martin

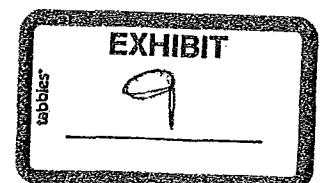
Property Address: 1021 Englewood Avenue
Chattanooga, TN 37405

Dear Sir or Madam:

By letter dated April 14, 2008, (the "Initial Communication Letter"), I notified you that the above-referenced lender has referred the referenced loan to this law firm for handling. That letter also advised you of certain rights (the "Borrowers' Rights" which include your right to validate the debt) you could exercise within 30 days of your receipt of the Initial Communication Letter. Nothing in this letter will prevent you from exercising the Borrowers' Rights as explained in the Initial Communication Letter.

A failure to comply with the terms of the above loan with Mortgage Electronic Registration Systems, Inc. has created a default. As a result, the entire amount of the outstanding balance of the loan has been, and is hereby, declared immediately due and payable. This letter is a formal demand for immediate payment of the total indebtedness. Any partial payment received by Mortgage Electronic Registration Systems, Inc. on the subject debt after the date of this letter will be applied to the reduction of the aforesaid debt and will not result in a reinstatement or a deceleration of the loan.

Advertisement of foreclosure will be inserted, as provided by law, providing for public sale to be held on Thursday, May 22, 2008, before the courthouse door of Hamilton County, Tennessee.



Please be advised that the provisions in the loan documents relative to payment of attorney's fees, in addition to principal and interest, will be enforced.

If you are currently in the military service AND joined after signing the mortgage (Security Deed) now in foreclosure, please so notify this office immediately. You may be entitled to relief under the Soldiers and Sailors Relief Act. When contacting this office as to your military service you must provide us with positive proof as to your military status. The name, address and telephone number of your Base Commander is essential. If you do not provide this information we will assume that you are not entitled to protection under the above mentioned act.

All communication about the loan must now be made through this law firm. For further information about this matter you may contact this office using the following toll free number: 1-866-303-0517. The lender may allow you to reinstate the loan and stop the foreclosure. You may call to find out if reinstatement is allowed; and if allowed, to find out the amount of money you must pay in order to cure the default. If you are allowed to reinstate your loan, payment must be made through our office in the form of certified funds or cashier's check. Other alternatives the lender may consider are full payoffs, short payoffs, deeds in lieu of foreclosure, restructure of your loan, loan modification or some other mutual agreement. The lender is willing to consider your individual circumstances and will be flexible in its consideration of various alternatives. This is not meant to indicate that the lender will definitely accept any of the above alternatives as your loan has been accelerated and foreclosure proceedings will continue. I urge you to contact our office at our toll free number of 1-866-303-0517 immediately regarding your situation.

The enclosed "Notice of Sale Under Power" is a copy of the advertisement sent to The Chattanooga Free Press for publication.

BE GOVERNED ACCORDINGLY.

McCurdy & Candler, L.L.C.

Laura Grifka

Laura Grifka
Attorney for Mortgage Electronic Registration Systems, Inc.

THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR AND IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

LG/pbogle

SUBSTITUTE TRUSTEE'S SALE

TENNESSEE, HAMILTON COUNTY

WHEREAS default having been made in the payment of the indebtedness, secured by a Deed of Trust executed by Mary Collette Martin and Michael A. Martin to C. Chadd Younge, Trustee dated August 30, 2002 in the amount of \$112,000.00, and recorded in the Register's Office of Hamilton County, Tennessee in Deed Book G16367, Page 27, ("Deed of Trust");

WHEREAS the beneficial interest of said Deed of Trust was last transferred to Mortgage Electronic Registration Systems, Inc. by assignment; and

WHEREAS Mortgage Electronic Registration Systems, Inc. the current owner and holder of said Deed of Trust (the "Owner and Holder"), appointed the undersigned, Frank R. Olson, Sidney A. Gelemter, J. Michael Dugan or Laura A. Grifka, as Substitute Trustee by instrument filed for record in the Register's Office of Hamilton County, Tennessee with all the rights, powers and privileges of the original Trustee named in said Deed of Trust; and

NOW, THEREFORE, notice is hereby given that the entire amount of said indebtedness has been declared due as provided in said Deed of Trust by the Owner and Holder, and the undersigned Frank R. Olson, Sidney A. Gelemter, J. Michael Dugan or Laura A. Grifka, Substitute Trustee, or a duly appointed attorneys or agents, by virtue of the power and authority vested in the Appointment of Substitute Trustee, will on Thursday, May 22, 2008 commencing at 11:30am at the Walnut Street side of the Courthouse steps, Hamilton County Courthouse, Chattanooga, Tennessee; proceed to sell at public outcry to the highest bidder for cash, the property described in said deed to-wit:

IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE: Lots Nine (9) and Ten (10), Rainbow Circle, as shown by plat recorded in Plat Book 12, Page 26 of the Registers Office of Hamilton County, Tennessee. According to said plat lots from one tract of ground fronting 134.3 feet on the Northeast line of Englewood Avenue, and extending back Northeastwardly to the Southwest line of Lots 3, 4, 5 and 6 on which it has a footage of 130 feet; its Northwest line being 60.3 feet and its Southeast line being 91 feet in length.

Subject to water and sewer easement recorded in Book 799, Page 297, of the Registers Office of Hamilton County, Tennessee.

Subject to water and sewer easement reserved in Book 940, Page 177, of the Registers Office of Hamilton County, Tennessee.

Subject to Restrictions recorded in Book O, Vol. 23, Page 692 of the Registers Office of Hamilton County, Tennessee.

Subject to any governmental zoning and subdivision ordinances or regulations in effect thereon.

For prior title see Book 5251, Page 567 in the Registers Office of Hamilton County, Tennessee.

Map & Parcel No.: 1271D005

PROPERTY ADDRESS: 1021 Englewood Avenue, Chattanooga, Tennessee 37405
CURRENT OWNER(S): Mary Collette Martin
SUBORDINATE LIENHOLDERS: N/A
OTHER INTERESTED PARTIES: N/A

All right and equity of redemption, statutory or otherwise, homestead, and dower are expressly waived in said Deed of Trust, and the title is believed to be good, but the undersigned will sell and convey only as Substitute Trustee.

The sale will be held subject to any unpaid taxes, assessments, rights-of-way, easements, protective covenants or restrictions, liens, and other superior matters of record which may affect said property; as well as any prior liens or encumbrances as well as priority created by a fixture filing; and/or any matter that an accurate survey of the premises might disclose.

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed.

Notice has been given of intention to collect attorneys' fees in accordance with the terms of the note secured by said deed.

The right is reserved to adjourn the day of the sale to another day, time and place certain without further publication, upon announcement at the time and place for the sale set forth above.

Frank R. Olson, Sidney A. Gelemter, J. Michael Dugan or Laura A. Grifka
McCurdy & Candler, L.L.C.
(404) 373-1612
www.mccurdycandler.com

File No. 08-08625 /CONV

Ad Run Dates: 4/30, 5/7, 5/14

THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

06/05/2008 12:58 FAX

006/008

Homecomings Financial
A UMAC Company

5/2/2008

MICHAEL A MARTIN
MARY COLLETTE MARTIN
1021 ENGLEWOOD AVE
CHATTANOOGA TN 37405-2311

Re: Loan Number [REDACTED] 7927

Property 1021 ENGLEWOOD AV
CHATTANOOGA TN 37405

Dear MICHAEL A MARTIN and MARY COLLETTE MARTIN:

This Repayment Agreement, ('Agreement'), Made 5/2/2008, (the 'Effective Date'), between MICHAEL A MARTIN and MARY COLLETTE MARTIN and Homecomings Financial, LLC, ('Lender') and amends and supplements (1) the Mortgage, Deed of Trust to Secure Debt, (the 'Security Instrument'), dated 08/30/02 and (2) the promissory note, ('Note') bearing the same date as , and secured by, the Security Instrument which covers the real and personal property described in the Security Instrument.

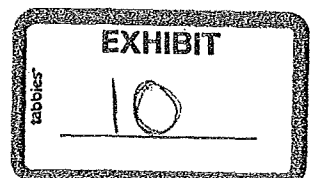
Borrower acknowledges that Lender is the legal holder and owner of the Note and Security Instrument and further acknowledges that if Lender transfers the Note, as amended by this Agreement, the transferee shall be the 'Lender' as defined in this Agreement.

In consideration for the mutual promises and agreements exchanged, the parties hereto agree as follows, (notwithstanding anything to the contrary in the Note or Security Instrument):

1. Payments must be received on or before the due date of Agreement or this Agreement will be null and void.
2. All payments must be mailed to:

Homecomings Financial, LLC
Attn: Payment Processing Center
3451 Hammond Avenue
Waterloo, IA 50702

3. There presently remains an outstanding indebtedness to the Lender pursuant to a note (the 'Note') and mortgage (the 'Mortgage') or equivalent Security Instrument executed on 08/30/02 in the original principal amount of \$112,000.00.



06/05/2008 12:58 FAX

0007/008

4. Lender has instituted foreclosure proceedings against the property securing the indebtedness which will continue to be in full force and effect until the default described herein are cured except as otherwise provided in this agreement.

5. Lender agrees to suspend foreclosure activity on the delinquent account provided that you execute and return this Agreement and the initial payment toward the delinquency in the amount of \$2766.96 no later than 04/28/08.

We will require you to make 2 payments at a modified payment amount. At the conclusion of the scheduled payments below, we will review your situation to determine the best option for resolving the remaining delinquency. Your payments are due and payable as follows:

Date	Amount:
04/28/08	\$ 2766.96
05/28/08	\$ 1383.48

All payments remitted under this trial plan must be in the form of certified funds (cashier's check, money order, or Western Union Quick Collect).

6. If a notice of a new or subsequent Bankruptcy is filed during the payments, this Agreement will automatically be voided.

7. We will honor the Agreement if all of the described conditions and requirements are met. If at any time you fail to comply with any of the above-described conditions and requirements, this Agreement will be considered null and void and will resume foreclosure.

Please sign and return this Agreement by 04/28/08.

If the Agreement is cancelled, terminated, or rescinded for any reason, funds remitted will not be refunded and the Loan Modification will not be processed. Any funds received will be applied to the loan.

It is expressly understood and agreed that the default is not cured or waived by acceptance of any monies paid hereunder.

If you should have any questions, please contact me at 1-800-799-9250.

Loan Modification Department

MICHAEL A MARTIN

Date



MARY COLLETTE MARTIN

5/2/08

Date

Upon receipt of the trial plan, we will also execute indicate our concurrence with this agreement.

CONFIDENTIAL

12-12020-mg Doc 9756-4 Filed 03/17/16 Entered 03/17/16 17:39:53 Exhibit 3 -
Thorsen Declaration Pg 90 of 176

CONFIDENTIAL

Page 1 of 1

mailing.

Checks for Payment Processing

- Upon receipt of checks from Pitney Bowes and other departments in the basket on the support person's desk, measure the check stack, and enter the measurement into the ...shared/pmts/incoming mail counts spreadsheet.xls. For tax, insurance, single trustee and multi trustee checks actual counts of checks will be entered into the appropriate section of the incoming mail counts spreadsheet. The checks are then placed in the appropriate basket.

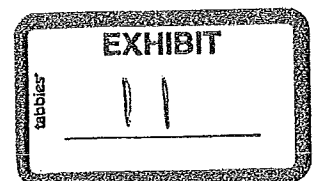
Unidentified Checks

- Send the unidentified check back to the sender with appropriate letter using the Unidentified Mail Merge process.
- Add the date the check was returned, dollar amount, check number, and name and address to the Return Unidentified Check spreadsheet located at s:/shared/cash operations/returnunidentified.xls in the Unidentified tab.

Note: Pitney Bowes logs any checks not identified the same day a receipt in the Return Unidentified Check spreadsheet in Unidentified cks in PB tab. Once identified, the check is delivered to Payment Processing. Payment Processing posts the check with the applicable effective date; if not identified within two weeks, the checks are delivered to Payment Processing to be returned as noted in the above bullet points.

GMACM Named Express Mail

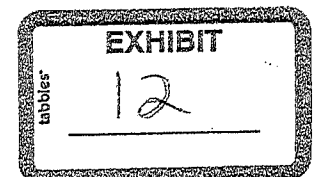
Rank	Title
1	Mail Merge for Unidentified Checks
2	Miscellaneous Functions
3	Determining Pre-Petition or Post-Petition Funds
4	Warning Code Processing
5	ECCL Reinstatement Funds
6	Vendor Check Handling Audit
7	Post-BKR Trustee Payments
8	Foreclosure Loan Alerts Processing
9	Payment on a Paid Off Loan Process
10	Private Label Unidentified Checks
11	Post Reinstatement Wires
12	Cert Funds Flag Message
13	Special Handling Matrix



CONFIDENTIAL

UNIDENTIFIED
RETURNED CHECKS

DATE	DOLLAR AMOUNT	CHECK NUMBER	NAME1	NAME2	ADDRESS	CITY STATE ZIP
04/02/08	400.38	REDACTED	REDACTED	REDACTED	REDACTED	Rochester MN 55904
04/02/08	1,000.00	REDACTED	REDACTED	REDACTED	REDACTED	Laredo TX 78045
04/02/08	1,252.56	REDACTED	REDACTED	REDACTED	REDACTED	San Jose CA 95112
04/02/08	824.00	REDACTED	REDACTED	REDACTED	REDACTED	Colver PA 15927
04/02/08	1,242.31	REDACTED	REDACTED	REDACTED	REDACTED	Goshen IN 46528
04/02/08	1,175.89	REDACTED	REDACTED	REDACTED	REDACTED	Phoenix AZ 85021
04/02/08	13,235.55	REDACTED	REDACTED	REDACTED	REDACTED	Hudson FL 34669
04/02/08	210.38	REDACTED	REDACTED	REDACTED	REDACTED	Hollywood FL 33020
04/02/08	1,200.00	REDACTED	REDACTED	REDACTED	REDACTED	Cartersville GA 30121
04/02/08	1,600.00	REDACTED	REDACTED	REDACTED	REDACTED	Norfolk VA 23518
04/02/08	1,600.00	REDACTED	REDACTED	REDACTED	REDACTED	Hurst TX 76053
						Saint Louis Park MN 55426
04/02/08	524.52	REDACTED	REDACTED	REDACTED	REDACTED	Miami FL 33177
04/02/08	1,955.17	REDACTED	REDACTED	REDACTED	REDACTED	Lockport IL 60441
04/02/08	1,000.00	REDACTED	REDACTED	REDACTED	REDACTED	Miami Beach FL 33139
04/02/08	45.00	REDACTED	REDACTED	REDACTED	REDACTED	El Monte CA 91731
04/02/08	3,207.66	REDACTED	REDACTED	REDACTED	REDACTED	Plattsburgh NY 12901
04/02/08	26.00	REDACTED	REDACTED	REDACTED	REDACTED	Naples FL 34119
04/02/08	12,005.55	REDACTED	REDACTED	REDACTED	REDACTED	North Miami FL 33161
04/02/08	1,444.80	REDACTED	REDACTED	REDACTED	REDACTED	Jackson WY 83002
04/02/08	646.51	REDACTED	REDACTED	REDACTED	REDACTED	Kirkland WA 98033
04/02/08	700.00	REDACTED	REDACTED	REDACTED	REDACTED	Shoreline WA 98133
04/02/08	2,288.61	REDACTED	REDACTED	REDACTED	REDACTED	McNeal AZ 85617
04/02/08	662.52	REDACTED	REDACTED	REDACTED	REDACTED	Yorba Linda CA 92887
04/02/08	10,052.12	REDACTED	REDACTED	REDACTED	REDACTED	Arlington VA 22215
04/02/08	2000.00 & 596.96	REDACTED	REDACTED	REDACTED	REDACTED	Burlington NC 27217
04/02/08	627.41	REDACTED	REDACTED	REDACTED	REDACTED	Steamboat Springs CO 80488
04/02/08	350.00	REDACTED	REDACTED	REDACTED	REDACTED	Arlington TX 76014
04/02/08	182.68	REDACTED	REDACTED	REDACTED	REDACTED	Charlotte NC 28262
04/02/08	2,305.52	REDACTED	REDACTED	REDACTED	REDACTED	



04/02/08	94.43	REDACTED REDACTED		REDACTED	Florissant MO 63033
04/02/08	757.08	REDACTED REDACTED		REDACTED	Tampa FL 33605
04/02/08	592.16	REDACTED REDACTED	REDACTED	REDACTED	Falmouth MA 02541
04/02/08	294.60	REDACTED REDACTED	REDACTED	REDACTED	Chebanse IL 60922
04/02/08	789.19	REDACTED REDACTED		REDACTED	Bronx NY 10463
04/02/08	1,700.00	REDACTED REDACTED	REDACTED	REDACTED	Assonet MA 02702
04/02/08	773.69	REDACTED REDACTED		REDACTED	Tuscaloosa AL 35404
04/02/08	4,065.08	REDACTED REDACTED		REDACTED	Southbridge MA 01550
04/02/08	1,981.67	REDACTED REDACTED		REDACTED	Paterson NJ 07524
04/02/08	509.15	REDACTED REDACTED		REDACTED	Canton OH 44709
					W.Hampton Beach NY
04/02/08	24.60	REDACTED REDACTED		REDACTED	11978
04/02/08	1,114.57	REDACTED REDACTED		REDACTED	Austin TX 78704
04/02/08	506.57	REDACTED REDACTED		REDACTED	Indianapolis IN 46220
04/02/08	1,162.07	REDACTED REDACTED		REDACTED	San Francisco CA 94163
04/02/08	9,649.89	REDACTED REDACTED		REDACTED	Phoenix AZ 85072
04/02/08	10,000.00	REDACTED REDACTED		REDACTED	Anchorage AK 99507
04/02/08	175.00	REDACTED REDACTED	REDACTED	REDACTED	Newark DE 19702
04/02/08	700.00	REDACTED REDACTED		REDACTED	Minneapolis MN 55480
04/02/08	5,068.06	REDACTED REDACTED		REDACTED	Tacoma WA 98409
04/02/08	631.72	REDACTED REDACTED		REDACTED	Newburyport MA 01950
04/02/08	1,350.00	REDACTED REDACTED		REDACTED	Pittsburgh PA 15219
04/02/08	4,197.09	REDACTED REDACTED		REDACTED	Walla Walla WA 99362
04/02/08	803.80	REDACTED REDACTED		REDACTED	Brooklyn OH 44144
04/02/08	3,045.59	REDACTED REDACTED		REDACTED	Dallas TX 75283
04/02/08	603.00	REDACTED REDACTED		REDACTED	Columbus OH 43219
04/02/08	1000.00 & 158.65	REDACTED REDACTED		REDACTED	Stratford OK 74872
04/02/08	1,300.00	REDACTED REDACTED		REDACTED	Kailua Kona HI 96740
04/02/08	5,000.00	REDACTED REDACTED		REDACTED	Horsham PA 19044
04/02/08	678.38	REDACTED REDACTED		REDACTED	Hanover MD 21076
04/02/08	1,109.17	REDACTED REDACTED		REDACTED	Basking Ridge NJ 07920
04/02/08	188.79	REDACTED REDACTED		REDACTED	Parsippany NJ 07054
04/02/08	575.55	REDACTED REDACTED		REDACTED	Chicago IL 60185
04/02/08	157.53	REDACTED REDACTED	REDACTED	REDACTED	Springfield MA 01138
04/02/08	378.77	REDACTED REDACTED		REDACTED	Folsom CA 95630
04/02/08	6,000.00	REDACTED REDACTED		REDACTED	Camden NJ 08104

04/02/08	2,211.11	REDACTED REDACTED		REDACTED	Huntington Valley CA 19006
04/02/08	500.00	REDACTED REDACTED	REDACTED	REDACTED	Smyrna GA 30080
04/02/08	1,136.61	REDACTED REDACTED		REDACTED	El Paso TX 79925
04/02/08	2369.31 & 772.67	REDACTED REDACTED		REDACTED	San Francisco CA 94104
04/02/08	2,358.32	REDACTED REDACTED		REDACTED	Everett WA 98201
04/02/08	3,388.47	REDACTED REDACTED		REDACTED	Gary IN 46408
04/02/08	300.00 & 1000.00	REDACTED REDACTED		REDACTED	Tampa FL 33622
04/02/08	1,484.50	REDACTED REDACTED		REDACTED	Xenia OH 45385
04/02/08	1,094.00	REDACTED REDACTED		REDACTED	N Charleston SC 29419
04/02/08	460.42	REDACTED REDACTED		REDACTED	St Louis MO 63180
04/02/08	64,500.00	REDACTED REDACTED		REDACTED	Englewood CO 80111
04/02/08	2,169.64	REDACTED REDACTED		REDACTED	Dallas TX 75202
04/02/08	1,400.00	REDACTED REDACTED		REDACTED	Dallas TX 75283
04/02/08	5,000.00	REDACTED REDACTED		REDACTED	Englewood CO 80111
04/02/08	800.00	REDACTED REDACTED		REDACTED	Seattle WA 98104
04/02/08	2,147.20	REDACTED REDACTED		REDACTED	Lombard IL 60148
04/02/08	100.00	REDACTED REDACTED		REDACTED	Minneapolis MN 55480
04/02/08	4,128.67	REDACTED REDACTED		REDACTED	Grand Rapids MI 49503
04/02/08	3,828.92	REDACTED REDACTED		REDACTED	New Castle DE 19720
04/02/08	600.00	REDACTED REDACTED		REDACTED	Englewood CO 80111
04/02/08	1,200.00	REDACTED REDACTED		REDACTED	Englewood CO 80111
04/03/08	200.00	REDACTED REDACTED		REDACTED	Auburn AL 36830
04/03/08	400.00	REDACTED REDACTED		REDACTED	Minneapolis MN 55480
04/03/08	1,320.42	REDACTED REDACTED		REDACTED	Houston TX 77042
04/03/08	4,332.14	REDACTED REDACTED		REDACTED	Denver CO 80202
04/03/08	500.00	REDACTED REDACTED		REDACTED	Indian Harbour Beach FL 32937
04/03/08	1,743.30	REDACTED REDACTED		REDACTED	Little Rock AR 72203
04/03/08	1,235.91	REDACTED REDACTED		REDACTED	Hollywood FL 33021
04/03/08	500.00	REDACTED REDACTED		REDACTED	Fort Worth TX 76119
04/03/08	8,948.70	REDACTED REDACTED	REDACTED	REDACTED	Richardson TX 75083
04/03/08	1,397.33	REDACTED REDACTED		REDACTED	Glassboro NJ 08028
04/03/08	945.02	REDACTED REDACTED	REDACTED	REDACTED	Causeway Bay Hong Kong
04/03/08	1,300.00	REDACTED REDACTED		REDACTED	Rome NY 13440

04/03/08	9,049.65	REDACTED REDACTED	REDACTED	Denver CO 80202
04/03/08	8,227.48	REDACTED REDACTED	REDACTED	Philadelphia PA 19103
04/03/08	3,517.70	REDACTED REDACTED	REDACTED	San Diego CA 92186
04/09/08	267.00	REDACTED REDACTED	REDACTED	Minneapolis MN 55480
04/09/08	1,818.96	REDACTED REDACTED	REDACTED	Kingwood TX 77339
04/09/08	728.37	REDACTED REDACTED	REDACTED	Allentown PA 18103
04/09/08	1431.17 & 1250.00	REDACTED REDACTED	REDACTED	San Francisco CA 94163
04/09/08	4,000.00	REDACTED REDACTED	REDACTED	Minneapolis MN 55480
04/09/08	1,677.65	REDACTED REDACTED	REDACTED	Tampa FL 33672
04/09/08	276.35	REDACTED REDACTED	REDACTED	Dunlap TN 37327
04/09/08	150.00	REDACTED REDACTED	REDACTED	Johnstown PA 15901
04/09/08	1,007.32	REDACTED REDACTED	REDACTED	North Lindenhurst NY 11757
04/09/08	9,649.89	REDACTED REDACTED	REDACTED	San Francisco CA 94104
04/09/08	645.00	REDACTED REDACTED	REDACTED	Minneapolis MN 55480
04/09/08	632.82	REDACTED REDACTED	REDACTED	San Diego CA 92121
04/09/08	2,964.09	REDACTED REDACTED	REDACTED	Rancho Cordova CA 95741
04/09/08	2,200.00	REDACTED REDACTED	REDACTED	Brooklyn NY 11205
04/09/08	2,800.00	REDACTED REDACTED	REDACTED	Los Angeles CA 90017
04/09/08	1,600.00	REDACTED REDACTED	REDACTED	Dallas TX 75283
04/09/08	1,700.00	REDACTED REDACTED	REDACTED	Denver CO 80202
04/09/08	169.00	REDACTED REDACTED	REDACTED	Birmingham AL 35296
04/09/08	2,639.36	REDACTED REDACTED	REDACTED	Randolph NJ 07869
04/09/08	8,270.26	REDACTED REDACTED	REDACTED	San Francisco CA 94163
04/09/08	458.03	REDACTED REDACTED	REDACTED	Hamilton OH 45012
04/09/08	874.22	REDACTED REDACTED	REDACTED	Sherman Oaks CA 91423
04/09/08	168.00	REDACTED REDACTED	REDACTED	Lubbock TX 79408
04/09/08	499.33	REDACTED REDACTED	REDACTED	Horsham PA 19044
04/09/08	28.44	REDACTED REDACTED	REDACTED	Birmingham AL 35259
04/09/08	1,007.62	REDACTED REDACTED	REDACTED	Overland Park KS 66211
04/09/08	820.00	REDACTED REDACTED	REDACTED	Salt Lake City UT 84107
04/09/08	2,000.00	REDACTED REDACTED	REDACTED	Kansas City MO 64120

04/09/08	688.73	REDACTED REDACTED	REDACTED	Smyrna GA 30080
	500.00 & 345.00 &			
04/09/08	950.00 & 395.00	REDACTED REDACTED	REDACTED	Minneapolis MN 55480
	778.94 & 823.12 &			
	698.81 & 1756.01 &			
04/09/08	781.07 & 1102.30	REDACTED REDACTED	REDACTED	Melville NY 11747
				West Springfield MA
04/09/08	1,094.00	REDACTED REDACTED	REDACTED	01090
		REDACTED REDACTED	REDACTED	
04/09/08	5,200.00	REDACTED REDACTED	REDACTED	Amherst NY 14240
04/09/08	1,236.98	REDACTED REDACTED	REDACTED	Los Angeles CA 90017
04/09/08	2,000.00	REDACTED REDACTED	REDACTED	LaConner WA 98257
04/09/08	1,500.00	REDACTED REDACTED	REDACTED	Orlando FL 32809
04/09/08	10.30	REDACTED REDACTED	REDACTED	San Angelo TX 76902
04/09/08	750.00	REDACTED REDACTED	REDACTED	Cincinnati OH 45202
04/09/08	563.27	REDACTED REDACTED	REDACTED	Carthage MO 64836
04/09/08	1,389.84	REDACTED REDACTED	REDACTED	Melville NY 11747
04/09/08	1,181.24	REDACTED REDACTED	REDACTED	Grand Rapids MI 49503
				Ponte Vedra Beach FL
04/09/08	1,034.35	REDACTED REDACTED	REDACTED	32982
04/09/08	1,853.43	REDACTED REDACTED	REDACTED	Hialeah FL 33018
04/09/08	617.66	REDACTED REDACTED	REDACTED	Torrance CA 90501
04/09/08	915.02	REDACTED REDACTED	REDACTED	Jacksonville FL 32209
04/09/08	500.00	REDACTED REDACTED	REDACTED	Flagstaff AZ 86003
04/09/08	598.44	REDACTED REDACTED	REDACTED	Sanford VA 23426
04/09/08	1,590.60	REDACTED REDACTED	REDACTED	Austin TX 78716
04/09/08	2,829.34	REDACTED REDACTED	REDACTED	Noblesville IN 46061
04/09/08	150.00	REDACTED REDACTED	REDACTED	Indianapolis IN 46203
04/09/08	2,797.23	REDACTED REDACTED	REDACTED	Palatine IL 60067
				Kingston Springs TN
04/09/08	181.00	REDACTED REDACTED	REDACTED	37082
04/09/08	1,992.51	REDACTED REDACTED	REDACTED	South St Paul MN 55075
				Pensacola Beach FL
04/09/08	1,400.00	REDACTED REDACTED	REDACTED	32561
04/09/08	805.67	REDACTED REDACTED	REDACTED	Red Wing MN 55066
04/09/08	4,925.63	REDACTED REDACTED	REDACTED	Richmond Hill NY 11418
04/10/08	1,552.62	REDACTED REDACTED	REDACTED	Tustin CA 92780

04/10/08	1,743.40	REDACTED REDACTED	REDACTED	Medley FL 33166
04/10/08	534.00	REDACTED REDACTED	REDACTED	Tupelo MS 38802
04/10/08	194.56	REDACTED REDACTED	REDACTED	Bakersfield CA 93308
04/10/08	14,934.56	REDACTED REDACTED	REDACTED	Phoenix AZ 85020
04/10/08	2,811.02	REDACTED REDACTED	REDACTED	Everett WA 98201
04/10/08	28,878.70	REDACTED REDACTED	REDACTED	Fenton MO 63026
04/10/08	11,751.57	REDACTED REDACTED	REDACTED	Dallas TX 75283
04/10/08	5,000.00	REDACTED REDACTED	REDACTED	St Louis MO 63118
04/18/08	275.00	REDACTED REDACTED	REDACTED	Chicago IL 60609
	1100.00 & 2000.00 &			
04/18/08	706.00	REDACTED REDACTED	REDACTED	Phoenix AZ 85062
04/18/08	3,000.00	REDACTED REDACTED	REDACTED	Denver CO 80205
04/18/08	825.49	REDACTED REDACTED	REDACTED	Rock Hill SC 29731
04/18/08	17.05 & 455.38	REDACTED REDACTED	REDACTED	Omaha NE 68131
04/18/08	150.00	REDACTED REDACTED	REDACTED	Mesa AZ 85203
04/18/08	346.45	REDACTED REDACTED	REDACTED	Truckee CA 96162
04/18/08	1,100.00	REDACTED REDACTED	REDACTED	Jersey City NJ 07306
04/18/08	717.44	REDACTED REDACTED	REDACTED	Virginia Beach VA 23452
04/18/08	9,649.89	REDACTED REDACTED	REDACTED	Phoenix AZ 85072
04/18/08	708.23	REDACTED REDACTED	REDACTED	Minneapolis MN 55480
04/18/08	6,000.00	REDACTED REDACTED	REDACTED	Augusta GA 30901
04/18/08	750.00	REDACTED REDACTED	REDACTED	New Haven CT 06511
04/18/08	1,123.77	REDACTED REDACTED	REDACTED	Farmington Hills MI 48336
04/18/08	733.67	REDACTED REDACTED	REDACTED	Lakewood CO 80226
04/18/08	250.00	REDACTED REDACTED	REDACTED	Roanoke VA 24019
04/18/08	577.62 & 5068.06	REDACTED REDACTED	REDACTED	Tacoma WA 98409
04/18/08	350.00	REDACTED REDACTED	REDACTED	Oklahoma City OK 73112
04/18/08	648.42	REDACTED REDACTED	REDACTED	Coral Springs FL 33065
04/18/08	3,000.00	REDACTED REDACTED	REDACTED	Tarpon Springs FL 34689
04/18/08	1,755.25	REDACTED REDACTED	REDACTED	Knoxville TN 37939
04/18/08	1,000.00	REDACTED REDACTED	REDACTED	Irvine CA 92603
04/18/08	5,887.90	REDACTED REDACTED	REDACTED	Modesto CA 95356
04/18/08	1,242.31	REDACTED REDACTED	REDACTED	South Bend IN 46634

04/18/08	550.00 & 550.00	REDACTED REDACTED	REDACTED	Grand Junction CO 81501
	1341.12 & 1500.00 &			
04/18/08	1700.00	REDACTED REDACTED	REDACTED	Denver CO 80202
04/18/08	2932.58 & 500.00	REDACTED REDACTED	REDACTED	Dallas TX 75283
04/18/08	925.00	REDACTED REDACTED	REDACTED	Minneapolis MN 55480
04/18/08	797.37 & 1000.00	REDACTED REDACTED	REDACTED	St Louis MO 63180
04/18/08	1,190.60	REDACTED REDACTED	REDACTED	San Francisco CA 94103
04/18/08	1,000.00	REDACTED REDACTED	REDACTED	Minneapolis MN 55480
04/18/08	3,000.00	REDACTED REDACTED	REDACTED	Charlotte NC 28262
04/18/08	1,500.00	REDACTED REDACTED	REDACTED	Seattle WA 98104
04/18/08	2,200.00	REDACTED REDACTED	REDACTED	Cincinnati OH 45202
04/18/08	331.99	REDACTED REDACTED	REDACTED	Columbus OH 43240
04/18/08	500.00	REDACTED REDACTED	REDACTED	St Louis MO 63180
04/18/08	2,411.64	REDACTED REDACTED	REDACTED	Portland OR 97205
04/18/08	93.00	REDACTED REDACTED	REDACTED	Southfield MI 48075
04/18/08	2,799.90	REDACTED REDACTED	REDACTED	Boston MA 02199
04/18/08	47.97	REDACTED REDACTED	REDACTED	Los Angeles CA 90076
04/18/08	458.23 & 4377.75	REDACTED REDACTED	REDACTED	Flanders NJ 07836
04/18/08	913.88	REDACTED REDACTED	REDACTED	Staten Island NY 10310
04/18/08	650.00	REDACTED REDACTED	REDACTED	Salida CA 95368
04/18/08	222.19 & 222.19	REDACTED REDACTED	REDACTED	Norfolk VA 23501
04/18/08	265.40	REDACTED REDACTED	REDACTED	Downers Grove IL 60515
04/18/08	402.26 & 402.26	REDACTED REDACTED	REDACTED	Oak Brook IL 60523
04/18/08	765.59	REDACTED REDACTED	REDACTED	Indianapolis IN 46206
04/18/08	1,900.00	REDACTED REDACTED	REDACTED	Cleveland OH 44102
04/18/08	1,600.00	REDACTED REDACTED	REDACTED	Royal Oak MI 48073
04/18/08	564.27	REDACTED REDACTED	REDACTED	Columbus OH 43232
04/18/08	2,100.00	REDACTED REDACTED	REDACTED	Minneapolis MN 55480
	5739.39 & 7750.00 &			
04/18/08	7906.15 & 7812.30	REDACTED REDACTED	REDACTED	Framingham MA 01702
04/18/08	870.00	REDACTED REDACTED	REDACTED	Anoka MN 55303
04/18/08	200.00 & 700.00	REDACTED REDACTED	REDACTED	St Louis MO 63180
04/18/08	918.00	REDACTED REDACTED	REDACTED	Tacoma WA 98401
04/18/08	90.00	REDACTED REDACTED	REDACTED	Dickinson ND 58602

04/18/08	363.99	REDACTED REDACTED	REDACTED	Marlton NJ 08053
04/18/08	500.00	REDACTED REDACTED	REDACTED	New Orleans LA 70113
04/18/08	3,227.85	REDACTED REDACTED	REDACTED	San Francisco CA 94163
04/18/08	411.00	REDACTED REDACTED	REDACTED	Round Mountain TX 78663
04/18/08	75.00	REDACTED REDACTED	REDACTED	Portland OR 97212
04/18/08	1,221.00	REDACTED REDACTED	REDACTED	Salt Lake City UT 84116
04/18/08	3,608.08	REDACTED REDACTED	REDACTED	Kent WA 98031
04/18/08	1,553.54	REDACTED REDACTED	REDACTED	Providence RI 02903
04/18/08	89.30	REDACTED REDACTED	REDACTED	Houston TX 77079
04/18/08	1,175.98	REDACTED REDACTED	REDACTED	Alpharetta GA 30022
04/18/08	1,804.25	REDACTED REDACTED	REDACTED	Long Island City NY 11101
04/18/08	1,443.81	REDACTED REDACTED	REDACTED	Columbus GA 31904
04/18/08	765.59	REDACTED REDACTED	REDACTED	Indianapolis IN 46206
04/18/08	247.61	REDACTED REDACTED	REDACTED	Torrance CA 90503
04/18/08	173.22	REDACTED REDACTED	REDACTED	Royal Oak MI 48067
04/18/08	900.00	REDACTED REDACTED	REDACTED	Ocala FL 34470
04/18/08	140.12	REDACTED REDACTED	REDACTED	Mt Laurel NJ 08054
04/18/08	305.00 & 982.63	REDACTED REDACTED	REDACTED	Minneapolis MN 55480
04/18/08	1,353.33	REDACTED REDACTED	REDACTED	Baton Rouge LA 70826
04/18/08	3,400.00	REDACTED REDACTED	REDACTED	Fenton MI 48430
04/18/08	2,770.54	REDACTED REDACTED	REDACTED	Towson MD 21286
04/18/08	693.00	REDACTED REDACTED	REDACTED	Jacksonville FL 32256
04/18/08	1,202.92	REDACTED REDACTED	REDACTED	Denver CO 80209
04/18/08	3,231.10	REDACTED REDACTED	REDACTED	Glendale AZ 85304
04/18/08	2,500.00	REDACTED REDACTED	REDACTED	Bronx NY 10469
04/18/08	6,500.00	REDACTED REDACTED	REDACTED	Rockville MD 20855
04/18/08	606.96	REDACTED REDACTED	REDACTED	Rancho Cucamonga CA 91730
04/18/08	3.00	REDACTED REDACTED	REDACTED	Cincinnati OH 45202
04/18/08	2,500.00	REDACTED REDACTED	REDACTED	Malden MA 02148
04/18/08	287.84	REDACTED REDACTED	REDACTED	Midpines CA 95345
04/22/08	610.00	REDACTED REDACTED	REDACTED	Cypress CA 90630
04/22/08	310.00	REDACTED REDACTED	REDACTED	Bakersfield CA 93307
04/22/08	1,045.69	REDACTED REDACTED	REDACTED	Amarillo TX 79118

04/22/08	457.50	REDACTED REDACTED		REDACTED	Austin TX 78758
04/22/08	1,150.00	REDACTED REDACTED	REDACTED	REDACTED	North Hills CA 91343
04/22/08	371.08	REDACTED REDACTED		REDACTED	Maysville WV 26833
04/22/08	550.00	REDACTED REDACTED		REDACTED	San Juan TX 78589
04/22/08	1,103.78	REDACTED REDACTED	REDACTED	REDACTED	Moriches NY 11955
04/22/08	1,800.00	REDACTED REDACTED		REDACTED	La Quinta CA 92253
04/22/08	938.00	REDACTED REDACTED		REDACTED	Shirley IN 47384
04/22/08	967.91	REDACTED REDACTED	REDACTED	REDACTED	Elizabeth IN 47117
04/22/08	2,260.25	REDACTED REDACTED	REDACTED	REDACTED	Pyuallup WA 98373
04/22/08	781.00	REDACTED REDACTED		REDACTED	Lafitte LA 70067
04/22/08	247.71	REDACTED REDACTED		REDACTED	Benton IL 62812
04/22/08	1800.00 & 1000.00	REDACTED REDACTED	REDACTED	REDACTED	Maplewood MN 55119
04/22/08	855.23	REDACTED REDACTED		REDACTED	Valley Center CA 92082
04/22/08	20.00	REDACTED REDACTED		REDACTED	Lisbon ME 04250
04/22/08	874.31	REDACTED REDACTED		REDACTED	Houston TX 77025
04/22/08	700.00	REDACTED REDACTED		REDACTED	Saint Louis MO 63104
04/22/08	50.90	REDACTED REDACTED		REDACTED	Goshen IN 46528
04/22/08	2,239.88	REDACTED REDACTED		REDACTED	Redwood City CA 94061
04/22/08	400.00	REDACTED REDACTED		REDACTED	St Joseph MI 49085
04/22/08	1,002.75	REDACTED REDACTED		REDACTED	Norfolk VA 23517
04/22/08	15,324.18	REDACTED REDACTED	REDACTED	REDACTED	Bartlett IL 60103
04/22/08	1,000.00	REDACTED REDACTED		REDACTED	Edwards CO 81632
04/22/08	1,100.00	REDACTED REDACTED	REDACTED	REDACTED	Camden AR 71701
04/22/08	2,176.00	REDACTED REDACTED		REDACTED	Devon PA 19333
04/22/08	143.27	REDACTED REDACTED	REDACTED	REDACTED	Nampa ID 83651
04/22/08	314.27	REDACTED REDACTED		REDACTED	Columbia MO 65201
04/22/08	2,129.70	REDACTED REDACTED		REDACTED	Falls Church VA 22043
04/22/08	1,022.77	REDACTED REDACTED	REDACTED	REDACTED	Iredell TX 76649
04/22/08	40.45	REDACTED REDACTED		REDACTED	Houston TX 38851
04/22/08	1,092.89	REDACTED REDACTED		REDACTED	Akron IA 51001
04/22/08	374.00	REDACTED REDACTED		REDACTED	Coldspring TX 77331
04/22/08	264.29	REDACTED REDACTED	REDACTED	REDACTED	Corpus Christi TX 78414
04/22/08	979.82	REDACTED REDACTED		REDACTED	Mount Vernon WA 98273
04/22/08	2,458.81	REDACTED REDACTED	REDACTED	REDACTED	Chicago IL 60622
04/22/08	1,629.97	REDACTED REDACTED		REDACTED	Oak Harbor WA 98277
04/22/08	200.00	REDACTED REDACTED		REDACTED	Charlotte NC 28214

04/22/08	1,600.00	REDACTED REDACTED		REDACTED	Palmdale CA 93552
04/22/08	526.47	REDACTED REDACTED	REDACTED	REDACTED	Lake Butler FL 32054
04/22/08	608.00	REDACTED REDACTED		REDACTED	Oceanside CA 92054
04/22/08	1,900.00	REDACTED REDACTED		REDACTED	Fremont CA 94538
04/22/08	500.00 & 418.89	REDACTED REDACTED		REDACTED	Rancho Cucamonga CA 91730
04/22/08	963.62	REDACTED REDACTED		REDACTED	Corinth TX 76210
04/22/08	646.51	REDACTED REDACTED		REDACTED	Jackson WY 83002
04/22/08	1,118.86	REDACTED REDACTED	REDACTED	REDACTED	Epson NH 03234
04/22/08	1,000.00	REDACTED REDACTED	REDACTED	REDACTED	Elizabeth IN 47117
04/22/08	5.00	REDACTED REDACTED	REDACTED	REDACTED	Santa Ana CA 92704
04/25/08	1,045.00	REDACTED REDACTED	REDACTED	REDACTED	Cleveland OH 44114
	3859.16 & 2877.88 &				
04/25/08	4000.00	REDACTED REDACTED		REDACTED	San Francisco CA 91463
04/25/08	2,300.00	REDACTED REDACTED	REDACTED	REDACTED	Miami FL 33150
04/25/08	491.00	REDACTED REDACTED		REDACTED	St Louis MO 63180
04/25/08	904.99	REDACTED REDACTED		REDACTED	St Petersburg FL 33710
04/25/08	0.72	REDACTED REDACTED		REDACTED	New Brunswick NJ 08901
04/25/08	1,543.08	REDACTED REDACTED	REDACTED	REDACTED	Minneapolis MN 55402
04/25/08	1,263.02	REDACTED REDACTED		REDACTED	Menomone WI 54751
04/25/08	4,639.52	REDACTED REDACTED		REDACTED	Howell NJ 07731
04/25/08	2,500.00	REDACTED REDACTED		REDACTED	Bethesda MD 20814
04/25/08	670.00	REDACTED REDACTED		REDACTED	Lowell AR 72745
04/25/08	2,000.00	REDACTED REDACTED		REDACTED	Bakersfield CA 93301
04/25/08	2,250.00	REDACTED REDACTED		REDACTED	Seattle WA 98104
04/25/08	1,465.00	REDACTED REDACTED		REDACTED	Richmond VA 23227
04/25/08	1,538.58	REDACTED REDACTED		REDACTED	Englewood CO 80111
04/25/08	1500.00 & 4086.18	REDACTED REDACTED		REDACTED	San Francisco CA 94103
04/25/08	632.82	REDACTED REDACTED		REDACTED	San Diego CA 92121
04/25/08	4,036.21	REDACTED REDACTED		REDACTED	Plano TX 75024
04/25/08	1,965.23	REDACTED REDACTED		REDACTED	San Francisco CA 94163
04/25/08	450.00	REDACTED REDACTED	REDACTED	REDACTED	New Castle DE 19720
04/25/08	200.00	REDACTED REDACTED		REDACTED	Arkansas WI 54721
04/25/08		REDACTED REDACTED		REDACTED	

04/25/08	500.00 & 500.00	REDACTED REDACTED	REDACTED	Minneapolis MN 55480
04/25/08	500.00 & 394.00	REDACTED REDACTED	REDACTED	Minneapolis MN 55481
04/25/08	1434.36 & 591.41	REDACTED REDACTED	REDACTED	Englewood CO 80111
04/25/08	335.00	REDACTED REDACTED	REDACTED	Raleigh NC 27658
04/25/08	1,012.73	REDACTED REDACTED	REDACTED	Raleigh NC 27609
04/25/08	383.00	REDACTED REDACTED	REDACTED	Philadelphia PA 19109
04/25/08	15.41	REDACTED REDACTED	REDACTED	Canfield OH 44406
04/25/08	1,788.50	REDACTED REDACTED	REDACTED	Oklahoma City OK 73108
04/25/08	1593.00 & 1156.28	REDACTED REDACTED	REDACTED	Lutz FL 33549
04/25/08	1,308.75	REDACTED REDACTED	REDACTED	Fall River MA 02723
04/25/08	210.17	REDACTED REDACTED	REDACTED	Irvine CA 92614
04/25/08	85,412.62	REDACTED REDACTED	REDACTED	Minneapolis MN 55480
04/25/08	350.00	REDACTED REDACTED	REDACTED	Burton MI 48519
04/25/08	1,400.00	REDACTED REDACTED	REDACTED	Phoenix AZ 85062
04/25/08	1,983.40	REDACTED REDACTED	REDACTED	Chamblee GA 30341
04/25/08	236.10	REDACTED REDACTED	REDACTED	Simi Valley CA 93065
04/25/08	3,837.90	REDACTED REDACTED	REDACTED	Midpines CA 95345
04/25/08	579.96	REDACTED REDACTED	REDACTED	Xenia OH 45385
04/25/08	1,375.00	REDACTED REDACTED	REDACTED	Minneapolis MN 55402
04/25/08	2,191.79	REDACTED REDACTED	REDACTED	Tempe AZ 85284
04/25/08	1,276.32	REDACTED REDACTED	REDACTED	Minneapolis MN 55480
04/25/08	223.00	REDACTED REDACTED	REDACTED	Tampa FL 33622
04/25/08	1,138.00	REDACTED REDACTED	REDACTED	N Charleston SC 29419
04/25/08	5,000.00	REDACTED REDACTED	REDACTED	Milford MI 48381
04/25/08	1271.90 & 1000.00	REDACTED REDACTED	REDACTED	Chicago IL 60666
04/25/08	7.47	REDACTED REDACTED	REDACTED	Westlake TX 76262
04/25/08	1,083.30	REDACTED REDACTED	REDACTED	Englewood CO 80112
04/25/08	838.70	REDACTED REDACTED	REDACTED	Minneapolis MN 55480
04/25/08	987.34	REDACTED REDACTED	REDACTED	Maple Grove MN 55311
04/25/08	585.25	REDACTED REDACTED	REDACTED	Columbus OH 43219
04/25/08	2,351.04	REDACTED REDACTED	REDACTED	Rockville MD 20850
04/25/08	159.00	REDACTED REDACTED	REDACTED	Columbia MD 21043
04/25/08	28,934.45	REDACTED REDACTED	REDACTED	Fenton MO 63026
04/25/08	80.14 & 40.00 & 1068.70	REDACTED REDACTED	REDACTED	Plano TX 75093

04/25/08	2.00 & 40.00 & 200.00	REDACTED REDACTED	REDACTED	Grand Junction CO 81501
04/25/08	376.43 & 444.00 & 40.00	REDACTED REDACTED	REDACTED	St Louis MO 63180
04/25/08	477.50 & 838.00	REDACTED REDACTED	REDACTED	Minneapolis MN 55480
04/25/08	1702.19 & 2243.76	REDACTED REDACTED	REDACTED	Dallas TX 75283
04/25/08	3615.94 & 1404.97	REDACTED REDACTED	REDACTED	San Francisco CA 94103
04/25/08	2,800.00	REDACTED REDACTED	REDACTED	Englewood CO 80111
04/25/08	1,000.00	REDACTED REDACTED	REDACTED	Raleigh NC 27611
04/25/08	834.61	REDACTED REDACTED	REDACTED	Shawnee MS 66201
04/25/08	2,105.79	REDACTED REDACTED	REDACTED	Tampa FL 33672
04/25/08	898.59	REDACTED REDACTED	REDACTED	Thomaston CT 06787
04/25/08	912.00	REDACTED REDACTED	REDACTED	Fort Sill OK 73503
04/25/08	278.66	REDACTED REDACTED	REDACTED	Charlotte NC 28262
04/25/08	1,143.07	REDACTED REDACTED	REDACTED	Cleveland OH 44144
04/25/08	2,300.00	REDACTED REDACTED	REDACTED	Troy MI 48098
04/25/08	1388.44 & 1283.11	REDACTED REDACTED	REDACTED	Chicago IL 60690
04/25/08	14,178.41	REDACTED REDACTED	REDACTED	Lodi CA 95241
04/25/08	2,963.39	REDACTED REDACTED	REDACTED	Miami FL 33133
04/25/08	400.00	REDACTED REDACTED	REDACTED	Cincinnati OH 45219
04/25/08	43.70	REDACTED REDACTED	REDACTED	Greenville DE 19807
04/25/08	129.82 & 132.23 & 135.43 & 133.03	REDACTED REDACTED	REDACTED	Reston VA 20190
04/25/08	272.18	REDACTED REDACTED	REDACTED	Dallas TX 75202
04/25/08	1,000.00	REDACTED REDACTED	REDACTED	Itasca IL 60143
04/25/08	855.23	REDACTED REDACTED	REDACTED	San Diego CA 92186
04/25/08	265.40	REDACTED REDACTED	REDACTED	Downers Grove IL 60515
04/25/08	1,200.00	REDACTED REDACTED	REDACTED	Oswego IL 60543
04/25/08	2,354.16	REDACTED REDACTED	REDACTED	Muskego WI 53150
04/25/08	2,961.59	REDACTED REDACTED	REDACTED	Miami FL 33172
04/25/08	100.00	REDACTED REDACTED	REDACTED	Bureau IL 61315
04/25/08	700.00	REDACTED REDACTED	REDACTED	Ann Arbor MI 48103
04/25/08	305.00	REDACTED REDACTED	REDACTED	Jackson MI 49202
04/25/08	150.01	REDACTED REDACTED	REDACTED	Jackson MI 49203
04/25/08	100.00	REDACTED REDACTED	REDACTED	Albertville MN 55301
04/25/08	90.00	REDACTED REDACTED	REDACTED	Tallahassee FL 32312

04/25/08	500.00 & 500.00	REDACTED REDACTED	REDACTED	Detroit MI 48221
04/25/08	628.00	REDACTED REDACTED	REDACTED	Ft. Lauderdale FL 33312
04/25/08	700.00	REDACTED REDACTED	REDACTED	Colorado Springs CO 80911
04/25/08	1000.00 & 900.00	REDACTED REDACTED	REDACTED	Austin TX 78758
04/25/08	1,298.52	REDACTED REDACTED	REDACTED	Henderson NV 89014
04/25/08	987.96	REDACTED REDACTED	REDACTED	Harahan LA 70123
04/25/08	500.00	REDACTED REDACTED	REDACTED	Tulsa OK 74112
04/25/08	2,406.64	REDACTED REDACTED	REDACTED	Allison Park PA 15101
04/25/08	1,944.60	REDACTED REDACTED	REDACTED	Orange CA 92868
04/25/08	1,000.00	REDACTED REDACTED	REDACTED	St Petersburg FL 33742
04/25/08	800.00	REDACTED REDACTED	REDACTED	East St Louis IL 62207
04/25/08	1,365.00	REDACTED REDACTED	REDACTED	Grand Prairie TX 75051
04/25/08	1,200.00	REDACTED REDACTED	REDACTED	Pittsgrove NJ 08318
04/25/08	100.00	REDACTED REDACTED	REDACTED	Franklin MA 02038
04/25/08	100.00	REDACTED REDACTED	REDACTED	Westwood MA 02090
04/25/08	700.00	REDACTED REDACTED	REDACTED	Dorchester MA 02121
04/25/08	89.70	REDACTED REDACTED	REDACTED	Apex NC 27502
04/25/08	202.30	REDACTED REDACTED	REDACTED	East Gadsden AL 35903
04/25/08	9,000.00	REDACTED REDACTED	REDACTED	Butler PA 16001
04/25/08	3,078.00	REDACTED REDACTED	REDACTED	Williamstown NJ 08094
	20.00 & 29.00 &			
04/25/08	1200.00	REDACTED REDACTED	REDACTED	Gilbert AZ 85296
04/25/08	290.40	REDACTED REDACTED	REDACTED	Flower Mound TX 75022
04/25/08	375.00	REDACTED REDACTED	REDACTED	Overland Park KS 66212
04/25/08	2,135.49	REDACTED REDACTED	REDACTED	Lowell MA 01854
04/25/08	500.00	REDACTED REDACTED	REDACTED	Red Hook NY 12571
04/25/08	1,288.90	REDACTED REDACTED	REDACTED	Somerset NJ 08873
04/25/08	590.93	REDACTED REDACTED	REDACTED	Mesa AZ 85202
04/25/08	1,898.44	REDACTED REDACTED	REDACTED	Killeen TX 76542
				Denham Springs LA 70706
04/25/08	2,200.00	REDACTED REDACTED	REDACTED	Minden LA 71055
04/25/08	678.87	REDACTED REDACTED	REDACTED	Ninnekah OK 73067
04/25/08	300.00	REDACTED REDACTED	REDACTED	Miami FL 33137
04/25/08	585.36	REDACTED REDACTED	REDACTED	Dannemora NY 12929
04/25/08	280.00	REDACTED REDACTED	REDACTED	Naples FL 34119
04/25/08	12,005.55	REDACTED REDACTED	REDACTED	

04/25/08	1,800.00	REDACTED REDACTED	REDACTED	REDACTED	Peoria AZ 85383
04/25/08	1,730.84	REDACTED REDACTED	REDACTED	REDACTED	Brooklyn Park MN 55443
04/25/08	319.92	REDACTED REDACTED		REDACTED	Gilroy CA 95020
04/25/08	384.32	REDACTED REDACTED	REDACTED	REDACTED	North Chicago IL 60064
04/25/08	699.37	REDACTED REDACTED	REDACTED	REDACTED	Shannon MS 38868
04/25/08	507.00	REDACTED REDACTED	REDACTED	REDACTED	Salinas CA 93906
04/25/08	600.00	REDACTED REDACTED		REDACTED	Oakland MD 21550
04/25/08	2,225.58	REDACTED REDACTED		REDACTED	Newport Beach CA 92658
04/25/08	624.00	REDACTED REDACTED	REDACTED	REDACTED	Virginia Beach VA 23452
04/25/08	3,043.79	REDACTED REDACTED		REDACTED	Dallas TX 75248
04/25/08	1,510.29	REDACTED REDACTED	REDACTED	REDACTED	Henderson NV 89052
04/25/08	399.00	REDACTED REDACTED		REDACTED	Grand Junction CO 81501
04/25/08	3,000.00	REDACTED REDACTED		REDACTED	Cincinnati OH 45202
04/25/08	2,411.64	REDACTED REDACTED		REDACTED	Criskany NY 13424
04/25/08	500.00	REDACTED REDACTED		REDACTED	Grand Junction CO 81501
04/25/08	2,724.38	REDACTED REDACTED		REDACTED	San Francisco CA 94163
04/25/08	400.00	REDACTED REDACTED		REDACTED	St Louis MO 63180
04/25/08	1,622.16	REDACTED REDACTED		REDACTED	Sterling Heights MI 48314
04/25/08	9.50	REDACTED REDACTED		REDACTED	New York NY 10018
04/25/08	900.00	REDACTED REDACTED		REDACTED	Green Bay WI 54307
04/28/08	520.00	REDACTED REDACTED		REDACTED	St Louis MO 63180
04/28/08	1,313.02	REDACTED REDACTED		REDACTED	Minneapolis MN 55480
04/28/08	1,567.08	REDACTED REDACTED		REDACTED	Cincinnati OH 45202
04/28/08	300.00	REDACTED REDACTED		REDACTED	Downers Grove IL 60515
04/28/08	3000.00 & 89.15	REDACTED REDACTED		REDACTED	Minneapolis MN 55480
04/28/08	1,646.65	REDACTED REDACTED	REDACTED	REDACTED	Birmingham AL 35283
04/28/08	96.05	REDACTED REDACTED		REDACTED	Brea CA 92822
04/28/08	5,000.00	REDACTED REDACTED		REDACTED	Woodland Hills CA 91365
04/28/08	1,756.36	REDACTED REDACTED		REDACTED	Boston MA 02114

04/28/08	4000.00 & 900.00 663.89 & 644.37 &	REDACTED REDACTED	REDACTED	Phoenix AZ 85062
04/28/08	644.37	REDACTED REDACTED	REDACTED	Norfolk VA 23501
04/28/08	705.81	REDACTED REDACTED	REDACTED	Layton UT 84041
04/28/08	540.59	REDACTED REDACTED	REDACTED	El Paso TX 79925
04/30/08	6.91	REDACTED REDACTED	REDACTED	Norristown PA 19401
04/30/08	1,537.80	REDACTED REDACTED	REDACTED	Commerce Township MI 48382
04/30/08	150.00	REDACTED REDACTED	REDACTED	Mesa AZ 85203
04/30/08	506.57 & 506.57	REDACTED REDACTED	REDACTED	Indianapolis IN 46220
04/30/08	1,080.00	REDACTED REDACTED	REDACTED	Englewood CO 80111
04/30/08	1252.56 & 10092.47	REDACTED REDACTED	REDACTED	Phoenix AZ 85062
04/30/08	262.00	REDACTED REDACTED	REDACTED	Minneapolis MN 55480
04/30/08	1,575.00	REDACTED REDACTED	REDACTED	Los Angeles CA 90062
04/30/08	224.00	REDACTED REDACTED	REDACTED	Indianapolis IN 46218
04/30/08	3,500.00	REDACTED REDACTED	REDACTED	Orange CA 92865
04/30/08	150.00	REDACTED REDACTED	REDACTED	East Providence RI 02914
04/30/08	334.43	REDACTED REDACTED	REDACTED	El Paso TX 79912
04/30/08	1,900.00	REDACTED REDACTED	REDACTED	Englewood CO 80111
04/30/08	1,100.00	REDACTED REDACTED	REDACTED	Cincinnati OH 45202
04/30/08	261.33	REDACTED REDACTED	REDACTED	Brooklyn NY 11219
04/30/08	992.71	REDACTED REDACTED	REDACTED	Philadelphia PA 19107
04/30/08	800.00	REDACTED REDACTED	REDACTED	Phoenix AZ 85082
04/30/08	706.00	REDACTED REDACTED	REDACTED	Phoenix AZ 85062
04/30/08	3,697.99	REDACTED REDACTED	REDACTED	Moscow ID 83843
04/30/08	477.50	REDACTED REDACTED	REDACTED	Minneapolis MN 55480
04/30/08	168.00	REDACTED REDACTED	REDACTED	Lubbock TX 79408
04/30/08	9,500.00	REDACTED REDACTED	REDACTED	Homestead FL 33090
04/30/08	1,006.61	REDACTED REDACTED	REDACTED	Atlanta GA 30328
04/30/08	2,157.00	REDACTED REDACTED	REDACTED	Atlanta GA 30326
04/30/08	130.00	REDACTED REDACTED	REDACTED	McLean VA 22102
04/30/08	20,145.80	REDACTED REDACTED	REDACTED	Baltimore MD 21224
04/30/08	800.00	REDACTED REDACTED	REDACTED	Olney MD 20832
04/30/08	959.66	REDACTED REDACTED	REDACTED	Jacksonville Beach FL 32250
04/30/08	47.97	REDACTED REDACTED	REDACTED	Los Angeles CA 90076

04/30/08	1,078.39	REDACTED REDACTED	REDACTED	Glassboro NJ 08028
04/30/08	500.00	REDACTED REDACTED	REDACTED	Minneapolis MN 55480
04/30/08	1,235.06	REDACTED REDACTED	REDACTED	Columbus OH 43218
04/30/08	285.00	REDACTED REDACTED	REDACTED	Grand Junction CO 81501
04/30/08	636.00	REDACTED REDACTED	REDACTED	Denver CO 80202
04/30/08	325.00	REDACTED REDACTED	REDACTED	Rifle CO 81650
05/01/08	34.56	REDACTED REDACTED	REDACTED	El Mirage CA 92301
05/01/08	1,066.05	REDACTED REDACTED	REDACTED	Fern Park FL 32730
05/01/08	550.00	REDACTED REDACTED	REDACTED	Covina CA 91722
05/01/08	1,600.00	REDACTED REDACTED	REDACTED	South Bound Brook NJ 08880
05/01/08	190.00	REDACTED REDACTED	REDACTED	Stockbridge GA 30281
05/01/08	2,251.18	REDACTED REDACTED	REDACTED	Portsmouth NH 03801
05/01/08	4,977.56	REDACTED REDACTED	REDACTED	Alexandria VA 22310
05/01/08	325.00	REDACTED REDACTED	REDACTED	Birmingham MI 48009
05/01/08	468.79	REDACTED REDACTED	REDACTED	Cincinnati OH 45236
05/01/08	182.68	REDACTED REDACTED	REDACTED	Arlington TX 76014
05/01/08	720.46	REDACTED REDACTED	REDACTED	Tucker GA 30084
05/01/08	554.05	REDACTED REDACTED	REDACTED	Milledgeville GA 31061
05/01/08	580.71	REDACTED REDACTED	REDACTED	Greensburg KY 42743
05/01/08	228.25	REDACTED REDACTED	REDACTED	Becker MN 55308
05/01/08	499.45	REDACTED REDACTED	REDACTED	Pacific Palisades CA 90272
05/01/08	425.96	REDACTED REDACTED	REDACTED	Florissant MO 63033
05/01/08	226.00	REDACTED REDACTED	REDACTED	Canton MI 48188
05/01/08	1,657.91	REDACTED REDACTED	REDACTED	St Charles IL 60174
05/01/08	282.50	REDACTED REDACTED	REDACTED	Indianapolis IN 46227
05/01/08	1.00	REDACTED REDACTED	REDACTED	Raleigh NC 27612
05/01/08	380.35	REDACTED REDACTED	REDACTED	Hayward CA 94544
05/01/08	800.00	REDACTED REDACTED	REDACTED	Milner GA 30257
05/01/08	795.46	REDACTED REDACTED	REDACTED	Brea CA 92821
05/01/08	1,713.34	REDACTED REDACTED	REDACTED	Boerne TX 78006
05/01/08	226.53	REDACTED REDACTED	REDACTED	Vista CA 92083
05/01/08	200.00	REDACTED REDACTED	REDACTED	Memphis TN 38125
05/02/08	4,318.57	REDACTED REDACTED	REDACTED	Tinker AFB OK 73145
05/02/08	3,664.73	REDACTED REDACTED	REDACTED	Englewood CO 80112

05/02/08	715.21	REDACTED REDACTED	REDACTED	Lynchburg VA 24502
05/02/08	1,631.52	REDACTED REDACTED	REDACTED	Houston TX 77079
05/02/08	750.00	REDACTED REDACTED	REDACTED	Santa Barbara CA 93105
05/02/08	749.31	REDACTED REDACTED	REDACTED	Houston TX 77002
05/02/08	1,100.00	REDACTED REDACTED	REDACTED	Croswell MI 48422
05/02/08	2,984.79	REDACTED REDACTED	REDACTED	East Petersburg PA 17520
05/02/08	4,889.12	REDACTED REDACTED	REDACTED	Portland ME 04112
05/02/08	2,766.96	10536091 First Tennessee Bank	PO Box 84	Memphis TN 38101
05/02/08	957.00	REDACTED REDACTED	REDACTED	St Paul MN 55101
05/02/08	2,160.16	REDACTED REDACTED	REDACTED	Oakland CA 94612
05/02/08	515.55	REDACTED REDACTED	REDACTED	Birmingham AL 35283
05/02/08	100.00	REDACTED REDACTED	REDACTED	Minneapolis MN 55480
05/02/08	2,164.27	REDACTED REDACTED	REDACTED	Hopkinton MA 01748
05/02/08	2,300.00	REDACTED REDACTED	REDACTED	Coral Gables FL 33146
05/02/08	0.26	REDACTED REDACTED	REDACTED	Marlton NJ 08053
05/02/08	4,188.89	REDACTED REDACTED	REDACTED	Phoenix AZ 85034
05/02/08	1,500.00	REDACTED REDACTED	REDACTED	Smyrna DE 19977
05/02/08	278.66	REDACTED REDACTED	REDACTED	Charlotte NC 28262
05/02/08	1,058.54	REDACTED REDACTED	REDACTED	San Diego CA 92186
05/02/08	644.02	REDACTED REDACTED	REDACTED	Raleigh NC 27611
05/05/08	618.00	REDACTED REDACTED	REDACTED	Encino CA 91436
05/05/08	863.00	REDACTED REDACTED	REDACTED	Minneapolis MN 55480
05/05/08	106.46	REDACTED REDACTED	REDACTED	Durham NC 27704
05/05/08	1,271.00	REDACTED REDACTED	REDACTED	Fresno CA 93755
05/05/08	577.62	REDACTED REDACTED	REDACTED	Tacoma WA 98409
05/05/08	330.50	REDACTED REDACTED	REDACTED	Carol Stream IL 60188
05/05/08	749.00	REDACTED REDACTED	REDACTED	Old Hickory TN 37138
05/05/08	3,740.00	REDACTED REDACTED	REDACTED	Columbus GA 31902
05/05/08	1,000.00	REDACTED REDACTED	REDACTED	Argone IL 60439
05/05/08	1,012.73	REDACTED REDACTED	REDACTED	Raleigh NC 27609
05/05/08	802.00	REDACTED REDACTED	REDACTED	Grand Junction CO 81501
05/05/08	3,150.00	REDACTED REDACTED	REDACTED	Whiting IN 46394
05/05/08	3,000.00	REDACTED REDACTED	REDACTED	Somerville MA 02143
05/05/08	350.00	REDACTED REDACTED	REDACTED	Steamboat Springs CO 80487

05/05/08	1,665.63	REDACTED REDACTED	REDACTED	Denver CO 80202
05/09/08	468.29	REDACTED REDACTED	REDACTED	Tucson AZ 85715
05/09/08	416.00	REDACTED REDACTED	REDACTED	Pasadena CA 91101
05/09/08	912.00	REDACTED REDACTED	REDACTED	Minneapolis MN 55480
05/09/08	338.17	REDACTED REDACTED	REDACTED	Plano TX 75024
05/09/08	3,000.00	REDACTED REDACTED	REDACTED	Tucson AZ 85718
05/09/08	401.74	REDACTED REDACTED	REDACTED	Boerne TX 78006
05/09/08	8,015.04	REDACTED REDACTED	REDACTED	Fort Lauderdale FL 33309
05/09/08	1,075.45	REDACTED REDACTED	REDACTED	St Louis MO 63102
05/09/08	500.00	REDACTED REDACTED	REDACTED	Grand Junction CO 81501
05/09/08	500.00	REDACTED REDACTED	REDACTED	Marietta GA 30060
05/09/08	1,200.00	REDACTED REDACTED	REDACTED	San Francisco CA 94103
05/09/08	1,004.00	REDACTED REDACTED	REDACTED	Columbia LA 71418
05/09/08	500.00 & 500.00 &			
05/09/08	43.41	REDACTED REDACTED	REDACTED	Minneapolis MN 55480
05/09/08	1,804.00	REDACTED REDACTED	REDACTED	Albuquerque NM 87110
05/09/08	25,428.18	REDACTED REDACTED	REDACTED	Muscatine IA 52761
05/09/08	500.00	REDACTED REDACTED	REDACTED	Beaverton OR 97075
05/09/08	716.28	REDACTED REDACTED	REDACTED	Lutz FL 33549
05/09/08	310,000.00	REDACTED REDACTED	REDACTED	San Diego CA 92101
05/09/08	1,906.22	REDACTED REDACTED	REDACTED	Cincinnati OH 45202
05/09/08	14,934.56	REDACTED REDACTED	REDACTED	Phoenix AZ 85020
05/09/08	61.85 & 1000.00	REDACTED REDACTED	REDACTED	San Antonio TX 78244
05/09/08	2,000.00	REDACTED REDACTED	REDACTED	Westland MI 48185
05/09/08	5,740.05	REDACTED REDACTED	REDACTED	Columbus OH 43219
05/09/08	225.95	REDACTED REDACTED	REDACTED	East Lansing MI 48828
05/09/08	3,179.00	REDACTED REDACTED	REDACTED	Oak Bluffs MA 02557
05/09/08	300.00	REDACTED REDACTED	REDACTED	Gardena CA 90247
05/09/08	463.88	REDACTED REDACTED	REDACTED	San Antonio TX 78217
05/09/08	1,700.00	REDACTED REDACTED	REDACTED	Lynwood WA 98046
05/09/08	500.00 & 180.00	REDACTED REDACTED	REDACTED	Minneapolis MN 55480
05/09/08	3,000.00	REDACTED REDACTED	REDACTED	Chicago IL 60612
05/09/08	1,000.00	REDACTED REDACTED	REDACTED	Lakewood CO 80215
05/09/08	2,686.61	REDACTED REDACTED	REDACTED	Danbury CT 06810

05/09/08	712.11	REDACTED REDACTED	REDACTED	Phoenix AZ 85033
05/09/08	1,427.79	REDACTED REDACTED	REDACTED	Birmingham AL 35283
05/09/08	985.17	REDACTED REDACTED	REDACTED	New Castle DE 19720
05/09/08	350.00	REDACTED REDACTED	REDACTED	Grand Rapids MI 49546
05/09/08	277.77	REDACTED REDACTED	REDACTED	St Louis MO 63180
05/09/08	1.00	REDACTED REDACTED	REDACTED	Los Angeles CA 90017
05/09/08	2803.00 & 917.24	REDACTED REDACTED	REDACTED	Denver CO 80202
05/09/08	2,147.20	REDACTED REDACTED	REDACTED	Chicago IL 60690
05/09/08	1303.44 & 1303.44	REDACTED REDACTED	REDACTED	Seattle WA 98104
05/09/08	249.38	REDACTED REDACTED	REDACTED	Charlotte NC 28262
05/09/08	25,000.00	REDACTED REDACTED	REDACTED	Billings MT 59101
05/09/08	907.84	REDACTED REDACTED	REDACTED	Charlotte NC 28255
05/09/08	1,400.00	REDACTED REDACTED	REDACTED	Rives Junction MI 49277
05/09/08	1,470.42	REDACTED REDACTED	REDACTED	Avondale Estates GA 30002
05/09/08	500.00	REDACTED REDACTED	REDACTED	Detroit MI 48221
05/09/08	400.00	REDACTED REDACTED	REDACTED	St Petersburg FL 33710
05/09/08	375.80	REDACTED REDACTED	REDACTED	Lancaster PA 17603
05/09/08	1,886.33	REDACTED REDACTED	REDACTED	Simi Valley CA 93063
05/09/08	928.92	REDACTED REDACTED	REDACTED	Garden Grove CA 92840
05/09/08	1,614.58	REDACTED REDACTED	REDACTED	Moss Beach CA 94038
05/09/08	700.00	REDACTED REDACTED	REDACTED	Colorado Springs CO 80911
05/09/08	563.15	REDACTED REDACTED	REDACTED	Mt Pleasant PA 15666
05/09/08	10,000.00	REDACTED REDACTED	REDACTED	Cave Junction OR 97523
05/09/08	487.18	REDACTED REDACTED	REDACTED	Thief River Falls MN 55701
05/09/08	4,652.02	REDACTED REDACTED	REDACTED	Massillon OH 44646
05/09/08	140.00	REDACTED REDACTED	REDACTED	Beaumont TX 77706
05/09/08	591.88	REDACTED REDACTED	REDACTED	Wayne MI 48184
05/09/08	1,306.53	REDACTED REDACTED	REDACTED	Pulaski TN 38478
05/09/08	700.00	REDACTED REDACTED	REDACTED	Largo FL 33771
05/09/08	1,461.22	REDACTED REDACTED	REDACTED	Scottsdale AZ 85251
05/09/08	1,285.79	REDACTED REDACTED	REDACTED	Lindenwold NJ 08021
05/09/08	69.00	REDACTED REDACTED	REDACTED	Rancho Cordova CA 95742
05/09/08	603.14	REDACTED REDACTED	REDACTED	Springfield MA 01104

05/09/08	2,329.41	REDACTED REDACTED		REDACTED	Davenport FL 33837
05/09/08	485.00	REDACTED REDACTED	REDACTED	REDACTED	Dallas NC 28034
05/09/08	859.10	REDACTED REDACTED		REDACTED	Indianapolis IN 46203
05/09/08	365.49	REDACTED REDACTED		REDACTED	Edmonds WA 98026
05/09/08	1,140.67	REDACTED REDACTED		REDACTED	Bronx NY 10455
05/09/08	10,148.64	REDACTED REDACTED		REDACTED	Swanville MN 56382
05/09/08	1,814.13	REDACTED REDACTED	REDACTED	REDACTED	Custer WA 98240
05/09/08	1,945.00	REDACTED REDACTED		REDACTED	Oxon Hill MD 20741
05/09/08	150.00	REDACTED REDACTED		REDACTED	Rogers MN 55374
05/09/08	200.00	REDACTED REDACTED	REDACTED	REDACTED	Foresthill CA 95631
05/09/08	325.00	REDACTED REDACTED		REDACTED	Vail CO 81658
05/09/08	233.83	REDACTED REDACTED		REDACTED	Hopewell VA 23860
05/09/08	193.10	REDACTED REDACTED	REDACTED	REDACTED	Littleton CO 80123
05/09/08	360.00	REDACTED REDACTED		REDACTED	Albuquerque NM 87113
05/09/08	305.00	REDACTED REDACTED		REDACTED	Santa Rosa NM 88435
05/09/08	4,280.17	REDACTED REDACTED		REDACTED	Singer Island FL 33404
05/09/08	380.00	REDACTED REDACTED		REDACTED	Clinton IA 52732
05/09/08	550.00	REDACTED REDACTED	REDACTED	REDACTED	Cary NC 27513
05/09/08	45.00	REDACTED REDACTED		REDACTED	Guntersville AL 35976
05/09/08	1,135.41	REDACTED REDACTED	REDACTED	REDACTED	Ocala FL 34471
05/13/08	492.65	REDACTED REDACTED		REDACTED	Everett WA 98205
05/13/08	51.00	REDACTED REDACTED		REDACTED	Minneapolis MN 55480
05/13/08	3,100.00	REDACTED REDACTED		REDACTED	Coral Springs FL 33077
05/13/08	2,000.00	REDACTED REDACTED	REDACTED	REDACTED	New City NY 10956
05/13/08	960.00	REDACTED REDACTED		REDACTED	Phoenix AZ 85017
05/13/08	2250.00 & 793.00	REDACTED REDACTED		REDACTED	Minneapolis MN 55480
05/13/08	1,902.65	REDACTED REDACTED		REDACTED	Houston TX 77040
05/13/08	12.13	REDACTED REDACTED		REDACTED	Norristown PA 19401
05/13/08	1,180.00	REDACTED REDACTED		REDACTED	Cincinnati OH 45202
	900.00 & 1240.00 &				
05/13/08	2000.00	REDACTED REDACTED		REDACTED	Denver CO 80202
05/13/08	1,084.88	REDACTED REDACTED		REDACTED	Blanco TX 78606
05/13/08	1,300.00	REDACTED REDACTED		REDACTED	Hickory Hills IL 60457
05/13/08	1,660.00	REDACTED REDACTED		REDACTED	Charlotte NC 28262
05/13/08	1,637.00	REDACTED REDACTED		REDACTED	Washington DC 20018
05/13/08	350.00	REDACTED REDACTED		REDACTED	Grand Junction CO 81501

05/13/08	496.36	REDACTED REDACTED	REDACTED	Elizabethtown KY 42702
05/13/08	1,221.00	REDACTED REDACTED	REDACTED	Salt Lake City UT 84116
05/13/08	184.38	REDACTED REDACTED	REDACTED	Brookline MA 02445
05/13/08	2,000.00	REDACTED REDACTED	REDACTED	Bellevue WA 98009
05/13/08	391.00	REDACTED REDACTED	REDACTED	Fort Lauderdale FL 33313
05/13/08	1,215.22	REDACTED REDACTED	REDACTED	San Francisco CA 94163
05/13/08	1,480.00	REDACTED REDACTED	REDACTED	Merrifield VA 22119
05/13/08	2,140.80	REDACTED REDACTED	REDACTED	San Antonio TX 78256
05/13/08	1,137.12	REDACTED REDACTED	REDACTED	Shelton WA 98584
05/13/08	2,163.85	REDACTED REDACTED	REDACTED	Los Angeles CA 90010
05/13/08	266.50	REDACTED REDACTED	REDACTED	Chicago IL 60651
05/13/08	2,609.46	REDACTED REDACTED	REDACTED	Cherry Hill NJ 08034
05/13/08	920.00	REDACTED REDACTED	REDACTED	Criskany NY 13424
05/13/08	945.02	REDACTED REDACTED	REDACTED	New Castle DE 19720
05/16/08	2,225.58	REDACTED REDACTED	REDACTED	Newport Beach CA 92658
05/16/08	8,051.20	REDACTED REDACTED	REDACTED	Englewood CO 80111
05/16/08	67,027.29	REDACTED REDACTED	REDACTED	San Jose CA 95125
05/16/08	1,096.97	REDACTED REDACTED	REDACTED	Greeley CO 80633
05/16/08	506.57	REDACTED REDACTED	REDACTED	Indianapolis IN 46220
05/16/08	1,510.00	REDACTED REDACTED	REDACTED	Des Moines IA 50317
05/16/08	334.43	REDACTED REDACTED	REDACTED	El Paso TX 79912
05/16/08	8,000.00	REDACTED REDACTED	REDACTED	Schaumburg IL 60196
05/16/08	469.00	REDACTED REDACTED	REDACTED	Minneapolis MN 55480
05/16/08	453.52	REDACTED REDACTED	REDACTED	Grand Junction CO 81501
05/16/08	271.00	REDACTED REDACTED	REDACTED	Chicgo IL 60601
05/16/08	2,400.00	REDACTED REDACTED	REDACTED	Cottondale AL 35453
05/16/08	750.00	REDACTED REDACTED	REDACTED	Denver CO 80202
05/16/08	1,528.67	REDACTED REDACTED	REDACTED	Cincinnati OH 45202
05/16/08	33640.41 & 32824.60	REDACTED REDACTED	REDACTED	Goldsboro NC 27534
05/16/08	27068.50 & 27330.90 & 56072.08	REDACTED REDACTED	REDACTED	Lakeville IN 46536

05/16/08	66.61	REDACTED REDACTED	REDACTED	Indianapolis IN 46206
05/16/08	500.00	REDACTED REDACTED	REDACTED	Sumter SC 29151
05/16/08	760.59	REDACTED REDACTED	REDACTED	Fairfield CA 94534
05/16/08	800.00	REDACTED REDACTED	REDACTED	Olney MD 20832
05/16/08	261.33	REDACTED REDACTED	REDACTED	Brooklyn NY 11219
05/16/08	800.00	REDACTED REDACTED	REDACTED	Great Falls MT 59405
05/16/08	433.00	REDACTED REDACTED	REDACTED	Warner Robins GA 31088
05/16/08	529.59	REDACTED REDACTED	REDACTED	Moses Lake WA 98837
05/16/08	862.15	REDACTED REDACTED	REDACTED	Romulus MI 48174
05/16/08	637.99	REDACTED REDACTED	REDACTED	Wenatchee WA 98807
05/16/08	463.00	REDACTED REDACTED	REDACTED	Camp Hill PA 17001
05/16/08	672.44	REDACTED REDACTED	REDACTED	St Louis MO 63180
05/16/08	2,579.31	REDACTED REDACTED	REDACTED	Madison WI 53704
05/16/08	2,130.85	REDACTED REDACTED	REDACTED	Burlingame CA 94010
05/16/08	67.50	REDACTED REDACTED	REDACTED	Portland ME 04101
05/16/08	0.26	REDACTED REDACTED	REDACTED	Marlton NJ 08053
05/16/08	100.00	REDACTED REDACTED	REDACTED	Elizabethtown NC 28337
05/16/08	1,353.33	REDACTED REDACTED	REDACTED	Austin TX 78704
05/16/08	1149.27 & 95.68	REDACTED REDACTED	REDACTED	Denver CO 80202
05/16/08	700.00	REDACTED REDACTED	REDACTED	North Little Rock AR 72115
05/16/08	820.00	REDACTED REDACTED	REDACTED	Canastota NY 13032
05/16/08	20,400.00	REDACTED REDACTED	REDACTED	Amherst NY 14240
	800.00 & 530.00 & 500.00 & 500.00 &			
05/16/08	700.00 & 304.14	REDACTED REDACTED	REDACTED	Minneapolis MN 55480
05/16/08	1,586.00	REDACTED REDACTED	REDACTED	Los Angeles CA 90017
05/16/08	820.00	REDACTED REDACTED	REDACTED	Denver CO 80202
05/16/08	937.32	REDACTED REDACTED	REDACTED	Chicago IL 60603
05/16/08	674.00	REDACTED REDACTED	REDACTED	South Boston VA 24592
05/16/08	2,500.00	REDACTED REDACTED	REDACTED	Birmingham AL 35209
05/16/08	10.00	REDACTED REDACTED	REDACTED	Charlotte NC 28262
05/20/08	1,407.81	REDACTED REDACTED	REDACTED	Morrisville VT 05661
05/20/08	2501.00 & 2915.00	REDACTED REDACTED	REDACTED	San Francisco CA 94163

05/20/08	200.00 & 500.00 &	500.00	REDACTED REDACTED	REDACTED	Minneapolis MN 55480
05/20/08		1,132.92	REDACTED REDACTED	REDACTED	Peabody MA 01960
05/20/08		3,583.82	REDACTED REDACTED	REDACTED	Coronado CA 92118
05/20/08		500.00	REDACTED REDACTED	REDACTED	Richmond WA 99352
05/20/08		733.67	REDACTED REDACTED	REDACTED	Lakewood CO 80226
05/20/08		925.81	REDACTED REDACTED	REDACTED	Minneapolis MN 55480
05/20/08		598.86	REDACTED REDACTED	REDACTED	San Francisco CA 94103
05/20/08	970.00 &	3,184.62	REDACTED REDACTED	REDACTED	Cleveland OH 44135
05/20/08		80.00	REDACTED REDACTED	REDACTED	Cincinnati OH 45202
05/20/08	1652.00 &	2,239.63	REDACTED REDACTED	REDACTED	Wilmington DE 19880
05/20/08		350.00	REDACTED REDACTED	REDACTED	West Jordan UT 84084
05/20/08		710.00	REDACTED REDACTED	REDACTED	Ogden UT 84414
05/20/08		25.00	REDACTED REDACTED	REDACTED	Norristown PA 19401
05/20/08		760.00	REDACTED REDACTED	REDACTED	Chantilly VA 20151
05/20/08		1,291.53	REDACTED REDACTED	REDACTED	Atlanta GA 30328
05/20/08		14,478.33	REDACTED REDACTED	REDACTED	Metairie LA 70002
05/20/08		2,773.02	REDACTED REDACTED	REDACTED	Upper Marlboro MD 20774
05/20/08		2,600.00	REDACTED REDACTED	REDACTED	San Francisco CA 94163
05/20/08	265.40 &	265.40	REDACTED REDACTED	REDACTED	Downers Grove IL 60515
05/20/08		1,466.86	REDACTED REDACTED	REDACTED	Lutz FL 33549
05/20/08		579.96	REDACTED REDACTED	REDACTED	Xenia OH 45385
05/20/08		765.35	REDACTED REDACTED	REDACTED	Montgomery AL 36109
05/20/08		100.00	REDACTED REDACTED	REDACTED	Grand Junction CO 81501
05/20/08		1,717.18	REDACTED REDACTED	REDACTED	Hackettstown NJ 07840
05/20/08		100,564.00	REDACTED REDACTED	REDACTED	Cincinnati OH 45202
05/20/08		778.32	REDACTED REDACTED	REDACTED	Sioux Falls SD 57104
05/21/08		697.24	REDACTED REDACTED	REDACTED	Tremonton UT 84337
05/21/08		468.57	REDACTED REDACTED	REDACTED	Towanda PA 18848
05/21/08		429.39	REDACTED REDACTED	REDACTED	Bovey MN 55709
05/21/08		2,000.00	REDACTED REDACTED	REDACTED	New Port Richey FL 34652
05/21/08	500.00 &	500.00	REDACTED REDACTED	REDACTED	Detroit MI 48221

05/21/08	719.14	REDACTED REDACTED		REDACTED	Bossier City LA 71111
05/21/08	552.20	REDACTED REDACTED		REDACTED	Gerrogorde NC 28430
05/21/08	36.89	REDACTED REDACTED	REDACTED	REDACTED	High Springs FL 32655
05/21/08	1,346.38	REDACTED REDACTED	REDACTED	REDACTED	Newport News VA 23606
05/21/08	54.00	REDACTED REDACTED	REDACTED	REDACTED	Altoona PA 16602
05/21/08	570.00	REDACTED REDACTED	REDACTED	REDACTED	Memphis TN 38111
05/21/08	668.41	REDACTED REDACTED		REDACTED	Downers Grove IL 60516
05/21/08	36.06	REDACTED REDACTED		REDACTED	Valley City ND 58072
05/21/08	539.95	REDACTED REDACTED		REDACTED	Decker MI 48426
05/21/08	294.08	REDACTED REDACTED		REDACTED	Gurnee IL 60031
05/21/08	1,398.49	REDACTED REDACTED		REDACTED	Port Deposit MD 21904
05/21/08	950.00	REDACTED REDACTED		REDACTED	Norwood MA 02062
05/21/08	1,569.19	REDACTED REDACTED		REDACTED	Chicago IL 60605
05/21/08	194.57	REDACTED REDACTED		REDACTED	Linden MI 48451
05/21/08	1,326.00	REDACTED REDACTED		REDACTED	Delran NJ 08075
05/21/08	2,236.46	REDACTED REDACTED		REDACTED	Virginia Beach VA 23462
05/21/08	620.00	REDACTED REDACTED	REDACTED	REDACTED	Arcadia LA 71001
05/21/08	10,000.00	REDACTED REDACTED		REDACTED	Paulding OH 45879
05/21/08	763.49	REDACTED REDACTED		REDACTED	Delafield WI 53018
05/21/08	270.40	REDACTED REDACTED	REDACTED	REDACTED	Greenwood Village CO 80111
05/21/08	451.57	REDACTED REDACTED		REDACTED	Streamwood IL 60107
05/21/08	3,876.13	REDACTED REDACTED	REDACTED	REDACTED	Joplin MO 64804
05/21/08	143.27	REDACTED REDACTED	REDACTED	REDACTED	Nampa ID 83651
05/21/08	350.00	REDACTED REDACTED		REDACTED	Pueblo West CO 81007
05/21/08	75.00	REDACTED REDACTED	REDACTED	REDACTED	Knoxville TN 37921
05/21/08	600.00 & 600.00	REDACTED REDACTED		REDACTED	Warren MI 48088
05/21/08	400.00	REDACTED REDACTED		REDACTED	Indianapolis IN 46219
05/21/08	861.51	REDACTED REDACTED		REDACTED	Corpus Christi TX 78415
05/21/08	660.75	REDACTED REDACTED	REDACTED	REDACTED	Gainesville TX 76240
05/21/08	711.49	REDACTED REDACTED	REDACTED	REDACTED	Moorcroft WY 82721
05/21/08	500.00	REDACTED REDACTED		REDACTED	Williamsville NY 14221
05/21/08	1456.18 & 1456.18	REDACTED REDACTED	REDACTED	REDACTED	San Diego CA 92102
05/21/08	2,218.34	REDACTED REDACTED	REDACTED	REDACTED	Vallejo CA 94591
06/04/08	562.76	REDACTED REDACTED		REDACTED	WEST LIBERTY KY 41472

06/04/08	900.00	REDACTED REDACTED		REDACTED	AMITYVILLE NY 11701-2521
06/04/08	550.00	REDACTED REDACTED		REDACTED	CHARLESTON SC 29406-9539
06/04/08	160.00	REDACTED REDACTED		REDACTED	MIDVALE UT 84047
06/04/08	486.64	REDACTED REDACTED		REDACTED	SAN DIEGO CA 92101
06/04/08	380.00	REDACTED REDACTED		REDACTED	TUCSON AZ 85750-7012
06/04/08	651.92	REDACTED REDACTED	REDACTED	REDACTED	SAN CARLOS CA 94070
06/04/08	1,192.55	REDACTED REDACTED		REDACTED	GILROY CA 95020
06/04/08	1,998.43	REDACTED REDACTED	REDACTED	REDACTED	MIAMI FL 33180-1344
06/04/08	550.00	REDACTED REDACTED		REDACTED	SALEM VA 24153
06/04/08	2,203.08	REDACTED REDACTED		REDACTED	POCATELLO ID 83204-4009
06/04/08	50.00	REDACTED REDACTED	REDACTED	REDACTED	DOYLESTOWN PA 18901
06/04/08	1,330.70	REDACTED REDACTED	REDACTED	REDACTED	FLORENCE OR 97439-8308
06/04/08	637.28	REDACTED REDACTED		REDACTED	FRENCH CREEK WI 26218
06/04/08	2,000.00	REDACTED REDACTED	REDACTED	REDACTED	LOUISVILLE KY 40222
06/04/08	186.52	REDACTED REDACTED		REDACTED	DARLINGTON SC 29540
06/04/08	900.00	REDACTED REDACTED		REDACTED	RUTLAND VT 05701
06/04/08	350.00	REDACTED REDACTED		REDACTED	RED OAK TX 75154-7401
06/04/08	1502.29 (2 checks)	REDACTED REDACTED		REDACTED	LONGS SC 29568-6535
06/04/08	1,020.78	REDACTED REDACTED		REDACTED	LAUDERDALE LAKES FL 33309
06/04/08	193.64	REDACTED REDACTED		REDACTED	IRVINE CA 92604
06/04/08	243.88	REDACTED REDACTED	REDACTED	REDACTED	TULARE CA 93274
06/04/08	430.00	REDACTED REDACTED	REDACTED	REDACTED	DOWNEY CA 90240-3663
06/04/08	1,151.67	REDACTED REDACTED		REDACTED	LUBBOCK TX 79416
06/04/08	575.00	REDACTED REDACTED		REDACTED	DINGMANS FERRY PA 18328

06/04/08	2,000.00	REDACTED REDACTED	REDACTED	REDACTED	STANWOOD WA 98292
06/04/08	1,049.62	REDACTED REDACTED		REDACTED	TRAINER PA 19061
06/04/08	708.00	REDACTED REDACTED		REDACTED	COLLINGSWOOD NJ 08107
06/04/08	485.00 (2 checks)	REDACTED REDACTED	REDACTED	REDACTED	DALLAS NC 28034
06/04/08	400.00	REDACTED REDACTED		REDACTED	CLOVERDALE IN 46120
06/04/08	2,492.00	REDACTED REDACTED		REDACTED	DISTRICT HEIGHTS MD 20747
06/04/08	5,514.76	REDACTED REDACTED	REDACTED	REDACTED	SAN FRANCISCO CA 94121-0042
06/04/08	532.39	REDACTED REDACTED	REDACTED	REDACTED	CLINTON TWP MI 48035
06/04/08	1,842.82	REDACTED REDACTED	REDACTED	REDACTED	CHICAGO IL 60645
06/04/08	1,550.00	REDACTED REDACTED	REDACTED	REDACTED	SAN FRANCISCO CA 94109
06/04/08	375.00	REDACTED REDACTED		REDACTED	RAYNE LA 70578
06/04/08	374.82	REDACTED REDACTED		REDACTED	PLANTATION FL 33317-1412
06/04/08	25.00	REDACTED REDACTED		REDACTED	LAMESA TX 79331
06/04/08	474.00	REDACTED REDACTED		REDACTED	SUN CITY CA 92586-2707
06/04/08	325.00	REDACTED REDACTED		REDACTED	WATERLOO IA 50703-4809
06/04/08	433.97	REDACTED REDACTED		REDACTED	ROCK ISLAND IL 61201
06/04/08	1,000.00	REDACTED REDACTED	REDACTED	REDACTED	NEW CANAAN CT 06840
06/04/08	680.25	REDACTED REDACTED		REDACTED	ANTIOCH TN 37013-5656
06/04/08	1000.00 and 300.00	REDACTED REDACTED	REDACTED	REDACTED	RICHLAND OR 97870
06/04/08	497.35	REDACTED REDACTED		REDACTED	LUMBERTON TX 77657
06/04/08	1000.00 (2 mos)	REDACTED REDACTED		REDACTED	FARMINGTON CA 95230
06/04/08	960.00	REDACTED REDACTED		REDACTED	THERMAL CA 92274
06/04/08	1,942.00	REDACTED REDACTED		REDACTED	CHINO HILLS CA 91709
06/04/08	775.00	REDACTED REDACTED		REDACTED	NEW LENOX IL 60451-2720

06/04/08	2,471.30	REDACTED REDACTED	REDACTED	HAYWARD CA 94542
06/04/08	224.78	REDACTED REDACTED	REDACTED	PLANO TX 75093
06/04/08	995.56	REDACTED REDACTED	REDACTED	MOBILE AL 36609
06/04/08	1,532.29	REDACTED REDACTED	REDACTED	LITCHFIELD PARK AZ 85340
06/04/08	693.52	REDACTED REDACTED	REDACTED	SITKA AK 99835-9651
06/04/08	387.66	REDACTED REDACTED	REDACTED	EUNICE LA 70535
06/04/08	395.75	REDACTED REDACTED	REDACTED	WAYNE WV 25570
06/04/08	700.00	REDACTED REDACTED	REDACTED	PEMBROKE PINES FL 33028
06/04/08	236.27	REDACTED REDACTED	REDACTED	FREDERICK MD 21703-2227
06/04/08	1,175.00	REDACTED REDACTED	REDACTED	KENOSHA WI 53140
06/04/08	70.00	REDACTED REDACTED	REDACTED	WHITEFIELD NH 03598
06/04/08	307.13	REDACTED REDACTED	REDACTED	DEERFIELD MI 49238
06/04/08	963.28	REDACTED REDACTED	REDACTED	PUEBLO WEST CO 81007
06/04/08	256.68	REDACTED REDACTED	REDACTED	FT WAYNE IN 46845-9137
06/04/08	693.00	REDACTED REDACTED	REDACTED	ROLLING HILLS ESTATES CA 90274
06/04/08	947.87	REDACTED REDACTED	REDACTED	KENOSHA WI 53142-3941
06/04/08	2,050.00	REDACTED REDACTED	REDACTED	MISSION TX 78572
06/04/08	2,270.77	REDACTED REDACTED	REDACTED	BOWIE MD 20720
06/04/08	14.00	REDACTED REDACTED	REDACTED	LATHROP CA 95330
06/04/08	76.26	REDACTED REDACTED	REDACTED	LOUISVILLE KY 40222-4726
06/04/08	118.72	REDACTED REDACTED	REDACTED	ABINGTON PA 19001-0312
06/04/08	1,550.90	REDACTED REDACTED	REDACTED	MONTEREY PARK CA 91754-3249
06/04/08	350.00	REDACTED REDACTED	REDACTED	SANTA CLARITA CA 91390
06/04/08	290.00	REDACTED REDACTED	REDACTED	JACKSONVILLE BL 32208

06/04/08	2,000.00	REDACTED REDACTED		REDACTED	CANTON CT 06019-0645
06/04/08	1,192.55	REDACTED REDACTED	REDACTED	REDACTED	SAN JOSE CA 95120-1784
06/04/08	550.00	REDACTED REDACTED		REDACTED	EDEN NC 27288
06/04/08	774.80	REDACTED REDACTED		REDACTED	MIAMI FL 33150-3718
06/04/08	68.00 & 500.00	REDACTED REDACTED		REDACTED	HURON CA 93234
06/04/08	310.00	REDACTED REDACTED	REDACTED	REDACTED	FT LAUDERDALE FL 33312
06/04/08	232,511.83	REDACTED REDACTED REDACTED REDACTED		REDACTED REDACTED	PHOENIX AZ 85020
06/09/08	1,475.82	REDACTED REDACTED		REDACTED	ATASCADERO CA 93422-5015
06/09/08	1,726.54	REDACTED REDACTED	REDACTED	REDACTED	SALT LAKE CITY UT 84150-1780
06/09/08	612.94	REDACTED REDACTED	REDACTED	REDACTED	SAUGUS CA 91390-4119
06/09/08	383.00	REDACTED REDACTED	REDACTED	REDACTED	PHILADELPHIA PA 19109
06/09/08	216.30	REDACTED REDACTED		REDACTED	EVERETT WA 98203
06/09/08	2,500.00	REDACTED REDACTED		REDACTED	KOKOMO IN 46904-2828
06/09/08	468.29	REDACTED REDACTED		REDACTED	TUCSON AZ 85715
06/09/08	11,727.30	REDACTED REDACTED		REDACTED	BROOKLINE MA 02446
06/09/08	1,168.59	REDACTED REDACTED		REDACTED	GREENDALE WI 53129
06/09/08	1,000.00	REDACTED REDACTED	REDACTED	REDACTED	FLUSHING NY 11351
06/09/08	859.76	REDACTED REDACTED		REDACTED	RALEIGH NC 27609-7509
06/09/08	1,036.72	REDACTED REDACTED		REDACTED	SANTA ANA CA 92705
06/09/08	5,000.00	REDACTED REDACTED		REDACTED	SAN JOSE CA 95112
06/09/08	600.00	REDACTED REDACTED		REDACTED	SIERRA VISTA AZ 85635-3930
06/09/08	1,648.55	REDACTED REDACTED		REDACTED	HOMESTEAD FL 33032
06/09/08	428.00 (2 checks)	REDACTED REDACTED	REDACTED	REDACTED	PHOENIX AZ 85005
06/09/08	364.36	REDACTED REDACTED		REDACTED	PHOENIX AZ 85034-1302
06/09/08	473.69	REDACTED REDACTED		REDACTED	PHOENIX AZ 85021

06/09/08	1,022.94	REDACTED REDACTED	REDACTED	SALT LAKE CITY UT 84115
06/09/08	26,050.79	REDACTED REDACTED	REDACTED	MINNEAPOLIS MN 55480
06/09/08	10,324.95	REDACTED REDACTED	REDACTED	CARMICHALES PA 15320
06/09/08	2,200.00	REDACTED REDACTED	REDACTED	SOUTHGATE MI 48195
06/09/08	1,711.36	REDACTED REDACTED	REDACTED	ST GEORGE UT 84770
06/09/08	853.02	REDACTED REDACTED	REDACTED	LANCASTER PA 17603
06/09/08	300.78	REDACTED REDACTED	REDACTED	RENO NV 89506
06/09/08	652.23	REDACTED REDACTED	REDACTED	MODESTO CA 95358
06/09/08	67.01	REDACTED REDACTED	REDACTED	FREDERICK MD 21703
06/09/08	242.65	REDACTED REDACTED	REDACTED	NEW ORLEANS LA 70125-3532
06/09/08	5,163.99	REDACTED REDACTED	REDACTED	WEST PALM BEACH FL 33409
06/09/08	1,415.42	REDACTED REDACTED	REDACTED	MOSS BEACH CA 94038
06/09/08	214.00	REDACTED REDACTED	REDACTED	MIDLAND MI 48642
06/09/08	270.00	REDACTED REDACTED	REDACTED	OREGON WI 53575
06/09/08	265.40	REDACTED REDACTED	REDACTED	DOWNERS GROVE IL 60515
06/09/08	720.46	REDACTED REDACTED	REDACTED	STONE MOUNTAIN GA 30083
06/09/08	1,252.56	REDACTED REDACTED	REDACTED	SAN JOSE CA 95112-1823
06/09/08	1,418.49	REDACTED REDACTED	REDACTED	BELLINGHAM WA 98225
06/09/08	14.28	REDACTED REDACTED	REDACTED	CINCINNATI OH 45202-1906
06/09/08	172.92	REDACTED REDACTED	REDACTED	LAS VEGAS NV 89193-8508
06/09/08	261.54	REDACTED REDACTED	REDACTED	BRONX NY 10472-3901
06/09/08	5,180.73	REDACTED REDACTED	REDACTED	JUPITER FL 33458

06/09/08	840.00	REDACTED REDACTED	REDACTED	GROVETOWN GA 30813-2152
06/09/08	6.00	REDACTED REDACTED	REDACTED	NORRISTOWN PA 19401
06/09/08	610.00	REDACTED REDACTED	REDACTED	MARIANNA AR 72360
06/09/08	1,961.11	REDACTED REDACTED	REDACTED	CHESTERFIELD VA 23838-8928
06/09/08	100.00	REDACTED REDACTED	REDACTED	RUSTBURG VA 24588
06/09/08	1,200.00	REDACTED REDACTED	REDACTED	JACKSONVILLE NC 28541-1551
06/09/08	109.03	REDACTED REDACTED	REDACTED	SPRINGFIELD MO 65801
06/09/08	10.59	REDACTED REDACTED	REDACTED	ROCKY RIVER OH 44116
06/09/08	1,048.93	REDACTED REDACTED	REDACTED	APACHE JUNCTION AZ 85220-5080
06/09/08	265.40	REDACTED REDACTED	REDACTED	DOWNERS GROVE IL 60515
06/09/08	401.74	REDACTED REDACTED	REDACTED	BOERNE TX 78006
06/09/08	51,256.87	REDACTED REDACTED	REDACTED	SHORT HILLS NJ 07078
06/09/08	1,603.85	REDACTED REDACTED	REDACTED	NEW ORLEANS LA 70143-6999
06/09/08	3,641.99	REDACTED REDACTED	REDACTED	PARAMOUNT CA 90723
06/09/08	1,888.41	REDACTED REDACTED	REDACTED	WILMINGTON DE 19803
06/09/08	42,732.25	REDACTED REDACTED	REDACTED	WOODBURY NY 11797
06/09/08	40728.51 / 18235.50	REDACTED REDACTED	REDACTED	LAKEVILLE IN 46536
06/09/08	2592.80 / 2578.53	REDACTED REDACTED	REDACTED	MIAMI FL 33296-0488
06/09/08	1,507.69	REDACTED REDACTED	REDACTED	MIAMI FL 33172
06/09/08	500.00	REDACTED REDACTED	REDACTED	MILWAUKEE WI 53202-2774
06/09/08	1,566.19	REDACTED REDACTED	REDACTED	KAMAS UT 84036-1139
06/09/08	1.00	REDACTED REDACTED	REDACTED	RALEIGH NC 27612-3597

06/09/08	1,602.08	REDACTED REDACTED	REDACTED	REDACTED	SCRANTON PA 18505-0834
06/09/08	5,924.05	REDACTED REDACTED		REDACTED	SALT LAKE CITY UT 84124
06/09/08	338.17	REDACTED REDACTED	REDACTED	REDACTED	PLANO TX 75024
06/09/08	1,128.29	REDACTED REDACTED		REDACTED	DANBURY CT 06810
06/09/08	2,770.24	REDACTED REDACTED		REDACTED	PALM BEACH GARDENS FL 33403
06/09/08	948.10	REDACTED REDACTED		REDACTED	BURTON MI 48519
06/09/08	1,110.00	REDACTED REDACTED	REDACTED	REDACTED	LIVINGSTON TX 77399
06/09/08	204.91	REDACTED REDACTED		REDACTED	YUMA AZ 85364
06/09/08	1,055.00	REDACTED REDACTED	REDACTED	REDACTED	TACOMA WA 98409
06/09/08	263.23	REDACTED REDACTED	REDACTED	REDACTED	JACKSON MS 39286-1980
06/09/08	1,300.00	REDACTED REDACTED		REDACTED	DANBURY CT 06810
06/09/08	1,900.00	REDACTED REDACTED	REDACTED	REDACTED	NEW YORK NY 1008-3205
06/09/08	1,494.25	REDACTED REDACTED		REDACTED	MONTGOMERY AL 36109
06/09/08	1,022.00	REDACTED REDACTED	REDACTED	REDACTED	AGORA HILLS CA 91376
06/09/08	1,951.31	REDACTED REDACTED	REDACTED	REDACTED	KINGWOOD TX 77339
06/09/08	2,500.00	REDACTED REDACTED		REDACTED	FRESNO CA 93755
06/09/08	450.00	REDACTED REDACTED	REDACTED	REDACTED	VISALIA CA 93279
06/09/08	1,000.00	REDACTED REDACTED		REDACTED	QUINCY FL 32353
06/09/08	1,621.00	REDACTED REDACTED		REDACTED	GALLOWAY NJ 08205
06/09/08	483.05	REDACTED REDACTED	REDACTED	REDACTED	INDIANAPOLIS IN 46204
06/09/08	1,400.00	REDACTED REDACTED		REDACTED	BELLEVUE WA 98007-3247
06/09/08	1,500.00	REDACTED REDACTED		REDACTED	BATON ROUGE LA 70879-6359
06/09/08	1,200.00	REDACTED REDACTED		REDACTED	SAN RAMON CA 94583
06/09/08	1,240.00	REDACTED REDACTED		REDACTED	CHANTILLY VA 20151
06/09/08	5,250.00	REDACTED REDACTED		REDACTED	PORTSMOUTH NH 03802-1240

	3004.62/ 45.31/ 291.82/ 1058.81/					SANTA ANA CA 92711-1000
06/09/08	900.00	REDACTED REDACTED		REDACTED		
06/09/08	90.00	REDACTED REDACTED	REDACTED	REDACTED		TALLAHASSEE FL 32312
06/09/08	467.40	REDACTED REDACTED		REDACTED		LINCOLN ME 04457
06/09/08	3,239.91	REDACTED REDACTED		REDACTED		TAMPA FL 33647
06/09/08	700.00	REDACTED REDACTED	REDACTED	REDACTED		SYRACUSE NY 13206
						MINNEAPOLIS MN 55480
06/09/08	550.00	REDACTED REDACTED		REDACTED		
06/09/08	800.00/ 800.00	REDACTED REDACTED		REDACTED		LITTLE ROCK AR 72204
06/09/08	2896.50/ 4098.51	REDACTED REDACTED	REDACTED	REDACTED		WILMINGTON DE 19880-0040
						MANASSAS VA 20108-0875
06/09/08	228.40	REDACTED REDACTED		REDACTED		
06/09/08	1,376.00	REDACTED REDACTED		REDACTED		RYE BROOK NY 10573
06/09/08	1,000.00	REDACTED REDACTED	REDACTED	REDACTED		TOWSON MD 21286
06/09/08	860.00	REDACTED REDACTED		REDACTED		LEBANON OR 97355
						ORANGE PARK FL 32073
06/09/08	329.00	REDACTED REDACTED	REDACTED	REDACTED		SAN FRANCISCO CA 94163
06/09/08	1,488.00	REDACTED REDACTED		REDACTED		
06/09/08	543.21	REDACTED REDACTED		REDACTED		TOLEDO OH 43614-5189
						CINCINNATI OH 45202-1906
06/09/08	95.24	REDACTED REDACTED	REDACTED	REDACTED		CLINTON IA 52732
06/09/08	557.49	REDACTED REDACTED		REDACTED		ROANOKE VA 24028
06/09/08	848.80	REDACTED REDACTED		REDACTED		KANSAS CITY MO 64141-6226
06/09/08	8,099.00	REDACTED REDACTED		REDACTED		
06/09/08	334.43	REDACTED REDACTED	REDACTED	REDACTED		EL PASO TX 79912
06/09/08	2,000.00	REDACTED REDACTED		REDACTED		KALAMAZOO MI 49048
06/09/08	727.14	REDACTED REDACTED		REDACTED		BRIMLEY MI 49715
06/09/08	200.00	REDACTED REDACTED	REDACTED	REDACTED		DALLAS TX 75216
06/09/08	305.00	REDACTED REDACTED	REDACTED	REDACTED		TULSA OK 74133
06/09/08	5,000.00	REDACTED REDACTED		REDACTED		FENTON MO 63026

06/09/08	18,000.00	REDACTED REDACTED	REDACTED	WESTBURY NY 11590-9003
06/09/08	987.77	REDACTED REDACTED	REDACTED	SAN DIEGO CA 92106
06/09/08	1,391.06	REDACTED REDACTED	REDACTED	SAN FRANCISCO CA 94163
06/09/08	265.40	REDACTED REDACTED	REDACTED	DOWNERS GROVE IL 60515
06/09/08	910.56	REDACTED REDACTED	REDACTED	CLEARWATER FL 33755
06/09/08	1,271.75	REDACTED REDACTED	REDACTED	PHOENIX AZ 85067
06/09/08	2,432.54	REDACTED REDACTED	REDACTED	FARIBAULT MN 55021
06/09/08	1,910.00	REDACTED REDACTED	REDACTED	NEEDHAM MA 02494-9123
06/09/08	2,045.03	REDACTED REDACTED	REDACTED	FRANKLIN TN 37068
06/09/08	1,000.00	REDACTED REDACTED	REDACTED	DAYTON OH 45414
06/09/08	246.75	REDACTED REDACTED	REDACTED	WESTLAKE TX 76262
06/09/08	3,817.19	REDACTED REDACTED	REDACTED	ROCKVILLE MD 20850
06/09/08	1,800.00	REDACTED REDACTED	REDACTED	SUISUN CITY CA 94585
06/09/08	157.76	REDACTED REDACTED	REDACTED	HYATTSVILLE MD 20782
06/09/08	400.03	REDACTED REDACTED	REDACTED	OJAI CA 93023
06/09/08	800.00	REDACTED REDACTED	REDACTED	FLUSHING NY 11351
06/09/08	305.00	REDACTED REDACTED	REDACTED	BROOKLYN NY PASADENA CA 91104-2523
06/09/08	327.00	REDACTED REDACTED	REDACTED	BRICK NJ 08724-3844
06/09/08	3,000.00	REDACTED REDACTED	REDACTED	PORT CLINTON OH 43452-9066
06/09/08	393.00	REDACTED REDACTED	REDACTED	BONITA CA 91902
06/09/08	3,223.09	REDACTED REDACTED	REDACTED	CARDIFF CA 92007-7164
06/09/08	190.00	REDACTED REDACTED	REDACTED	ATLANTA GA 30328
06/09/08	1,291.53	REDACTED REDACTED	REDACTED	HOPATCONG NJ 07843
06/09/08	530.00	REDACTED REDACTED	REDACTED	CLANTON AL 35045
06/09/08	400.00	REDACTED REDACTED	REDACTED	NEW YORK NY 10018
06/09/08	9.50	REDACTED REDACTED	REDACTED	HORSHAM PA 19044
06/09/08	225.00	REDACTED REDACTED	REDACTED	

06/09/08	3,201.52	REDACTED REDACTED	REDACTED	REDACTED	MYRTLE BEACH SC 29572
06/18/08	15,239.00	REDACTED REDACTED		REDACTED	SAN DIEGO CA 92101
06/18/08	300.00	REDACTED REDACTED		REDACTED	FORT WORTH TX 76133
06/18/08	1,906.44	REDACTED REDACTED		REDACTED	MONTGOMERY AL 36117-8484
06/18/08	887.00/ 2403.94/	REDACTED REDACTED		REDACTED	OKLAHOMA CITY OK 73108-2057
06/18/08	1361.00	REDACTED REDACTED		REDACTED	CLAYPOOL AZ 85532- 1195
06/18/08	409.99	REDACTED REDACTED		REDACTED	GLEN BURNIE MD 21060-8244
06/18/08	2,292.64	REDACTED REDACTED	REDACTED	REDACTED	FRESNO CA 93725
06/18/08	580.00	REDACTED REDACTED		REDACTED	NEWARK DE 19715- 0147
06/18/08	608.40	REDACTED REDACTED	REDACTED	REDACTED	WALTERBORO SC 29488
06/18/08	739.00	REDACTED REDACTED		REDACTED	HOLTSVILLE NY 11742
06/18/08	70.00	REDACTED REDACTED	REDACTED	REDACTED	ELIZABETHTOWN KY 42702-0010
06/18/08	1,280.00	REDACTED REDACTED		REDACTED	TOLEDO OH 43611
06/18/08	50.00	REDACTED REDACTED		REDACTED	SEQUIM WA 98382
06/18/08	464.54	REDACTED REDACTED		REDACTED	NEW YORK NY 10128- 1139
06/18/08	3,553.00	REDACTED REDACTED		REDACTED	STOCKTON CA 95219
06/18/08	2,488.50	REDACTED REDACTED		REDACTED	RED WING MN 55066
06/18/08	224.96	REDACTED REDACTED		REDACTED	CORPUS CHRISTI TX 78469
06/18/08	500.00	REDACTED REDACTED	REDACTED	REDACTED	EVERETT WA 98203
06/18/08	1,883.70	REDACTED REDACTED		REDACTED	COLUMBUS OH 43232- 4390
06/18/08	5,136.64	REDACTED REDACTED		REDACTED	RICHLAND WA 99352
06/18/08	500.00	REDACTED REDACTED		REDACTED	SANTA ROSA CA 95406- 6104
06/18/08	449.49	REDACTED REDACTED	REDACTED	REDACTED	GALVESTON TX 77550
06/18/08	1,357.12	REDACTED REDACTED	REDACTED	REDACTED	

06/18/08	208.08	REDACTED REDACTED		REDACTED	CAPE CORAL FL 33909
06/18/08	150.00	REDACTED REDACTED		REDACTED	COLUMBIA MD 21045
					SUDBURY MA 01776-
06/18/08	9,966.26	REDACTED REDACTED		REDACTED	1122
06/18/08	2,260.84	REDACTED REDACTED		REDACTED	HONOLULU HI 96814
06/18/08	15,239.00	REDACTED REDACTED		REDACTED	SAN DIEGO CA 92101
06/18/08	1,140.05	REDACTED REDACTED		REDACTED	DALE TX 78616
06/18/08	500.00	REDACTED REDACTED		REDACTED	MUSCATINE IA 52761
06/18/08	191.36	REDACTED REDACTED		REDACTED	MUSCATINE IA 52761
06/18/08	30.00	REDACTED REDACTED	REDACTED	REDACTED	CHARLOTTE NC 28269
					SHELTON WA 98584-
06/18/08	1,137.12	REDACTED REDACTED		REDACTED	5002
					WEST MONROE LA
06/18/08	1,116.00	REDACTED REDACTED		REDACTED	71294
06/18/08	1,725.00	REDACTED REDACTED		REDACTED	TROY MI 48098-2639
					PHILADELPHIA PA
06/18/08	655.65	REDACTED REDACTED	REDACTED	REDACTED	19176
					SPOKANE VALLEY WA
06/18/08	850.00	REDACTED REDACTED	REDACTED	REDACTED	99216
06/18/08	1,291.53	REDACTED REDACTED	REDACTED	REDACTED	ATLANTA GA 30328
06/18/08	3,629.00	REDACTED REDACTED		REDACTED	FULTON MD 20759
06/18/08	5,176.54	REDACTED REDACTED	REDACTED	REDACTED	ENCINO CA 91436
					BRIDGEWATER NJ
06/18/08	1,405.82	REDACTED REDACTED		REDACTED	08807
06/18/08	235.00	REDACTED REDACTED		REDACTED	FORT WORTH TX 76101
06/18/08	800.00	REDACTED REDACTED	REDACTED	REDACTED	EVERETT WA 98201
06/18/08	5,600.00	REDACTED REDACTED		REDACTED	WORCESTER MA 01606
06/18/08	128.92	REDACTED REDACTED		REDACTED	PRIOR LAKE MN 55372
06/18/08	650.00	REDACTED REDACTED	REDACTED	REDACTED	CINCINNATI OH 45245
06/18/08	2,000.00	REDACTED REDACTED		REDACTED	WICHITA KS 67235
					IRON MOUNTAIN MI
06/18/08	1,085.73	REDACTED REDACTED		REDACTED	49801
06/18/08	1,273.06	REDACTED REDACTED	REDACTED	REDACTED	RENO NV 89502

06/18/08	1,308.85	REDACTED REDACTED		REDACTED	CARMEL IN 46032-4559
06/18/08	13.00	REDACTED REDACTED	REDACTED	REDACTED	MIDLOTHIAN VA 23113
06/18/08	194.23	REDACTED REDACTED		REDACTED	GRANTS NM 87020
06/18/08	400.00	REDACTED REDACTED	REDACTED	REDACTED	CORPUS CHRISTI TX 78469
06/18/08	335.00	REDACTED REDACTED		REDACTED	GARDENA CA 90247
06/18/08	816.39	REDACTED REDACTED		REDACTED	SANTA CLARITA CA 91386-2272
06/18/08	338.00	REDACTED REDACTED	REDACTED	REDACTED	STEVENSVILLE MD 21666
06/18/08	1,295.38	REDACTED REDACTED		REDACTED	TEMPE AZ 85282-6963
06/18/08	645.00	REDACTED REDACTED	REDACTED	REDACTED	ROSEBUD TX 76570
06/18/08	1,250.26	REDACTED REDACTED		REDACTED	BLOOMINGDALE GA 31302
06/18/08	3,803.00	REDACTED REDACTED	REDACTED	REDACTED	COMPTON CA 90220
06/18/08	670.00	REDACTED REDACTED	REDACTED	REDACTED	EXTON PA 19341
06/18/08	487.09	REDACTED REDACTED	REDACTED	REDACTED	MARION IA 52302-5745
06/18/08	328.34	REDACTED REDACTED		REDACTED	NEW CASTLE DE 19720
06/18/08	2,000.00	REDACTED REDACTED	REDACTED	REDACTED	MONTROSE MN 55363-8007
06/18/08	1,978.00	REDACTED REDACTED		REDACTED	MINNEAPOLIS MN 55402-3475
06/18/08	9,576.66	REDACTED REDACTED	REDACTED	REDACTED	BALTIMORE MD 21221
06/18/08	3,214.30	REDACTED REDACTED		REDACTED	SAN JACINTO CA 92583
06/18/08	1,129.00	REDACTED REDACTED		REDACTED	PALM SPRINGS CA 92262-4725
06/18/08	1,600.50	REDACTED REDACTED		REDACTED	ARLINGTON VA 22206-1716
06/18/08	500.00	REDACTED REDACTED		REDACTED	LAKE ORION MI 48362
06/18/08	998.88	REDACTED REDACTED		REDACTED	CEDAR PARK TX 78613
06/18/08	234.81	REDACTED REDACTED		REDACTED	CARNEGIE PA 15106
06/18/08	2,799.80	REDACTED REDACTED	REDACTED	REDACTED	BOSTON MA 02199

06/18/08	2,178.34	REDACTED REDACTED	REDACTED	VINELAND NJ 08360-2446
06/18/08	2,577.48	REDACTED REDACTED	REDACTED	BURLINGTON WI 53015
06/18/08	1,600.00	REDACTED REDACTED	REDACTED	TRENTON NJ 08629
06/18/08	1,119.94	REDACTED REDACTED	REDACTED	AURORA IL 60506
06/18/08	blank ck	REDACTED REDACTED	REDACTED	MEAD NE 68041-4049
06/18/08	455.00	REDACTED REDACTED	REDACTED	UPPER LAKE CA 95485-0484
06/18/08	1,430.61	REDACTED REDACTED	REDACTED	AUSTIN TX 78759
06/18/08	10.00	REDACTED REDACTED	REDACTED	GRAND ISLAND NE 68801
06/18/08	1000.00/1000.00/30.68	REDACTED REDACTED	REDACTED	FAIRFIELD CA 94533
06/18/08	1,280.00	REDACTED REDACTED	REDACTED	ELIZABETHTOWN KY 42702
06/18/08	1,300.00	REDACTED REDACTED	REDACTED	MEMPHIS TN 38132
06/18/08	610.00	REDACTED REDACTED	REDACTED	MIDVALE UT 84047
06/18/08	22,164.73	REDACTED REDACTED	REDACTED	TEMPE AZ 85284-2707
06/18/08	3,220.00	REDACTED REDACTED	REDACTED	TAMPA FL 33634
06/18/08	2,600.00	REDACTED REDACTED	REDACTED	SAN FRANCISCO CA 94163
06/18/08	1,875.00	REDACTED REDACTED	REDACTED	PRESCOTT AZ 86305
06/18/08	2,483.00	REDACTED REDACTED	REDACTED	NEWPORT BEACH CA 92658-6000
06/18/08	15.00	REDACTED REDACTED	REDACTED	SAN CARLOS CA 94070
06/18/08	1,262.00	REDACTED REDACTED	REDACTED	PIEDMONT SC 29673
06/18/08	1,100.00	REDACTED REDACTED	REDACTED	MINNEAPOLIS MN 55480
06/18/08	334.43	REDACTED REDACTED	REDACTED	EL PASO TX 79912
06/18/08	750.00	REDACTED REDACTED	REDACTED	CARROLLTON TX 75006
06/18/08	227.90	REDACTED REDACTED	REDACTED	PHOENIX AZ 85051-5934

06/18/08	47.00	REDACTED REDACTED		REDACTED	INDIANAPOLIS IN 46204
06/18/08	600.00	REDACTED REDACTED		REDACTED	GAYLESVILLE AL 35973
06/18/08	1,113.50	REDACTED REDACTED		REDACTED	NEOSHO MO 64850
06/18/08	9,218.24	REDACTED REDACTED		REDACTED	BONITA SPRINGS FL 34135
06/18/08	651.41	REDACTED REDACTED		REDACTED	CLEARWATER FL 33761
06/18/08	1,072.08	REDACTED REDACTED	REDACTED	REDACTED	MELBOURNE FL 32940
06/18/08	1,226.46	REDACTED REDACTED		REDACTED	RIO RANCHO NM 87124-9007
06/18/08	1,150.00	REDACTED REDACTED		REDACTED	BALTIMORE MD 21218-2226
06/18/08	50.00	REDACTED REDACTED		REDACTED	TOLEDO OH 43611
06/18/08	739.55	REDACTED REDACTED		REDACTED	BALTIMORE MD 21206
06/18/08	1,900.00	REDACTED REDACTED	REDACTED	REDACTED	MEMPHIS TN 38119
06/18/08	1,609.78	REDACTED REDACTED		REDACTED	SOUTHFIELD MI 48076-5133
06/18/08	2,179.51	REDACTED REDACTED	REDACTED	REDACTED	TOWNSEND DE 19734
06/18/08	1,159.00	REDACTED REDACTED		REDACTED	BRADENTON FL 34210-3271
06/18/08	833.33	REDACTED REDACTED		REDACTED	HOUGHTON MI 49931-1618
06/18/08	9,369.00	REDACTED REDACTED	REDACTED	REDACTED	HUNTINGDON VALLEY PA 19006
06/18/08	550.00	REDACTED REDACTED		REDACTED	JACKSON MI 49201
06/18/08	550.00	REDACTED REDACTED		REDACTED	JACKSON MI 49201
06/18/08	109.03	REDACTED REDACTED	REDACTED	REDACTED	SPRINGFIELD MO 65801
06/18/08	1,200.00	REDACTED REDACTED		REDACTED	MARLBOROUGH MA 01752-9130
06/18/08	77.00	REDACTED REDACTED		REDACTED	SACRAMENTO CA 94294-0894
06/18/08	434.47	REDACTED REDACTED	REDACTED	REDACTED	SEATTLE WA 98104

06/18/08	564.29	REDACTED REDACTED		REDACTED	GRAND BLANC MI 48439
06/18/08	1,729.75	REDACTED REDACTED		REDACTED	RALEIGH NC 27604
06/18/08	210.00	REDACTED REDACTED		REDACTED	ENGLEWOOD CO 80111
06/18/08	1,144.83	REDACTED REDACTED		REDACTED	OCEAN CITY NJ 08226
06/18/08	2,920.00	REDACTED REDACTED		REDACTED	SAN FRANCISCO CA 94163
06/18/08	625.00	REDACTED REDACTED		REDACTED	CINCINNATI OH 45227
06/18/08	202.16	REDACTED REDACTED		REDACTED	WALNUT CREEK CA 94597
06/18/08	200.00	REDACTED REDACTED		REDACTED	MARIE MI 49783
06/18/08	2,731.34	REDACTED REDACTED		REDACTED	MUNSTER IN 46321
06/18/08	900.00	REDACTED REDACTED	REDACTED	REDACTED	EWING NJ 08628
06/18/08	350.00	REDACTED REDACTED	REDACTED	REDACTED	PAW PAW MI 49079
06/18/08	2,100.00	REDACTED REDACTED	REDACTED	REDACTED	HOLLYWOOD FL 33021
06/18/08	255.94	REDACTED REDACTED		REDACTED	FOLSOM CA 95763-1459
06/18/08	1,804.65	REDACTED REDACTED	REDACTED	REDACTED	EL DORADO CA 95623
06/18/08	208.33	REDACTED REDACTED		REDACTED	SAN ANTONIO TX 78218
06/18/08	0.01	REDACTED REDACTED		REDACTED	GREENVILLE NC 27858
06/18/08	3,215.73	REDACTED REDACTED		REDACTED	WELLESLEY MA 02482
06/18/08	261.58	REDACTED REDACTED		REDACTED	ST AUGUSTINE FL 32086
06/18/08	1,048.71	REDACTED REDACTED	REDACTED	REDACTED	LUTZ FL 33549-4468
06/18/08	737.18	REDACTED REDACTED	REDACTED	REDACTED	LUTZ FL 33549-4468
06/18/08	930.10	REDACTED REDACTED	REDACTED	REDACTED	LUTZ FL 33549-4468
06/18/08	995.70	REDACTED REDACTED	REDACTED	REDACTED	LUTZ FL 33549-4468
06/18/08	1,993.00	REDACTED REDACTED	REDACTED	REDACTED	LUTZ FL 33549-4468
06/18/08	2,130.00	REDACTED REDACTED		REDACTED	XENIA OH 45385
06/18/08	1,490.78	REDACTED REDACTED	REDACTED	REDACTED	JACKSONVILLE FL 32256
06/18/08	1,005.45	REDACTED REDACTED		REDACTED	XENIA OH 45385

06/18/08	1,171.92	REDACTED REDACTED	REDACTED	REDACTED	LUTZ, FL 33549-4468
06/18/08	2,875.66	REDACTED REDACTED		REDACTED	MANTUA NJ 08051
06/18/08	596.40	REDACTED REDACTED	REDACTED	REDACTED	VALDOSTA GA 31602-4956
06/18/08	1,431.52	REDACTED REDACTED		REDACTED	XENIA OH 45385
06/18/08	869.94	REDACTED REDACTED		REDACTED	XENIA OH 45385
06/18/08	628.00	REDACTED REDACTED		REDACTED	TOLEDO OH 43615
06/18/08	2,938.00	REDACTED REDACTED		REDACTED	NEW CASTLE DE 19720
06/18/08	1,659.22	REDACTED REDACTED	REDACTED	REDACTED	CHRISTIANSTED VI 00821
06/18/08	500.00	REDACTED REDACTED		REDACTED	MANOR TX 78653-3860
06/18/08	3,071.77	REDACTED REDACTED		REDACTED	CLARKSTON MI 48346
06/18/08	400.00	REDACTED REDACTED		REDACTED	INDIANAPOLIS IN 46219
06/18/08	179.92	REDACTED REDACTED		REDACTED	IRVINE CA 92618-2304
06/18/08	1,674.28	REDACTED REDACTED		REDACTED	SILVER SPRING MD 20906
06/18/08	607.75	REDACTED REDACTED		REDACTED	CHEVY CHASE MD 20815-5637
06/18/08	2,200.00	REDACTED REDACTED		REDACTED	ORANGE NJ 07050-3605
06/18/08	200.00	REDACTED REDACTED		REDACTED	WEST MEMPHIS AR 72301-1717
06/18/08	2,092.46	REDACTED REDACTED		REDACTED	BROOKLINE MA 02446
06/19/08	28.12	REDACTED REDACTED		REDACTED	GRAND RAPIDS MI 49546
06/19/08	1,371.47	REDACTED REDACTED		REDACTED	SILVER SPRING MD 20906-3026
06/19/08	1,776.36	REDACTED REDACTED	REDACTED	REDACTED	SEDRO VALLEY WA 98284
06/19/08	3,223.22	REDACTED REDACTED		REDACTED	BELLINGHAM WA 98226
06/19/08	1,853.96	REDACTED REDACTED	REDACTED	REDACTED	LAS VEGAS NV 89141-4346
06/19/08	1,100.00	REDACTED REDACTED		REDACTED	WEST PALM BEACH FL 33467

06/19/08	535.10	REDACTED REDACTED	REDACTED	SAN ANTONIO TX 78288-0544
06/19/08	2,370.00	REDACTED REDACTED	REDACTED	BOWIE MD 20720-4302
06/19/08	2,477.67	REDACTED REDACTED	REDACTED	MIDLAND TX 79706
06/19/08	1,141.56	REDACTED REDACTED	REDACTED	CHELSEA MA 02150-9100
06/19/08	600.00	REDACTED REDACTED	REDACTED	CHANTILLY VA 20151-2222
06/19/08	1,280.44	REDACTED REDACTED	REDACTED	PORT ARTHUR TX 77643-3903
06/19/08	1,557.76	REDACTED REDACTED	REDACTED	WESTLAKE OH 44145
06/19/08	746.08	REDACTED REDACTED	REDACTED	GATES NC 27937
06/19/08	623.39	REDACTED REDACTED	REDACTED	ROCHESTER NH 03866
06/19/08	579.54	REDACTED REDACTED	REDACTED	BOISE ID 83707
06/19/08	474.50	REDACTED REDACTED	REDACTED	BOISE ID 83707
06/19/08	364.24	REDACTED REDACTED	REDACTED	BOISE ID 83707
06/19/08	575.00	REDACTED REDACTED	REDACTED	GRAND RAPIDS MI 49507-1517
06/19/08	4,060.57	REDACTED REDACTED	REDACTED	LAKEWOOD CO 80228
06/19/08	4,122.13	REDACTED REDACTED	REDACTED	TAMPA FL 33618-4422
06/19/08	1,175.98	REDACTED REDACTED	REDACTED	ALPHARETTA GA 30022
06/19/08	1,939.33	REDACTED REDACTED	REDACTED	WOODBIDGE VA 22192-4415
06/19/08	1,268.69	REDACTED REDACTED	REDACTED	RUSSIANVILLE IN 46979
06/19/08	237.00	REDACTED REDACTED	REDACTED	SALT LAKE CITY UT 84116
06/19/08	2,822.54	REDACTED REDACTED	REDACTED	LAKE RIDGE VA 22192
06/19/08	223.24	REDACTED REDACTED	REDACTED	BATON ROUGE LA 70826-0169
06/19/08	413.00	REDACTED REDACTED	REDACTED	RIVERSIDE CA 92504
06/19/08	1,050.26	REDACTED REDACTED	REDACTED	BLOOMINGDALE GA 31302
06/19/08	11,696.00	REDACTED REDACTED	REDACTED	DUBLIN OH 43016
06/19/08	11,447.83	REDACTED REDACTED	REDACTED	MIAMI BEACH FL 33141
06/19/08	16,368.43	REDACTED REDACTED	REDACTED	MIAMI BEACH FL 33141

06/19/08	334.43	REDACTED REDACTED	REDACTED	REDACTED	EL PASO TX 79912
06/19/08	471.79	REDACTED REDACTED		REDACTED	OJAI CA 93023
06/19/08	1,075.00	REDACTED REDACTED		REDACTED	DETROIT MI 48221-2254
		REDACTED REDACTED		REDACTED	
06/24/08	517.05	REDACTED REDACTED		REDACTED	BELLEVILLE MI 48111
06/24/08	3,970.00	REDACTED REDACTED		REDACTED	CLEVELAND OH 44135
06/24/08	2,250.00	REDACTED REDACTED		REDACTED	La Puente CA 91744
06/24/08	795.04	REDACTED REDACTED		REDACTED	La Puente CA 91744
06/24/08	1,000.00	REDACTED REDACTED		REDACTED	Eagan MN 55121
06/24/08	900.00	REDACTED REDACTED		REDACTED	Englewood CO 80111
06/24/08	695.54	REDACTED REDACTED		REDACTED	Englewood CO 80111
06/24/08	1,000.00	REDACTED REDACTED		REDACTED	Dallas TX 75283
06/24/08	4,000.00	REDACTED REDACTED		REDACTED	New Castle DE 19720
06/24/08	1,700.00	REDACTED REDACTED		REDACTED	GADSDEN AL 35904
06/24/08	967.91	REDACTED REDACTED	REDACTED	REDACTED	Elizabeth IN 47117
06/24/08	1,000.00	REDACTED REDACTED	REDACTED	REDACTED	Elizabeth IN 47117
06/24/08	3,054.39	REDACTED REDACTED		REDACTED	ORISKANY NY 13424
06/24/08	200.00	REDACTED REDACTED		REDACTED	richmond va 23261-7025
06/24/08	2,301.67	REDACTED REDACTED		REDACTED	richmond va 23261-7025
06/24/08	1,000.00	REDACTED REDACTED		REDACTED	richmond va 23261-7025
06/24/08	1,016.00	REDACTED REDACTED		REDACTED	richmond va 23261-7025
06/24/08	1,100.00	REDACTED REDACTED		REDACTED	richmond va 23261-7025
06/24/08	2,500.00	REDACTED REDACTED		REDACTED	richmond va 23261-7025
06/24/08	1,041.00	REDACTED REDACTED		REDACTED	richmond va 23261-7025
06/24/08	5,050.90	REDACTED REDACTED		REDACTED	richmond va 23261-7025
06/24/08	1,400.00	REDACTED REDACTED		REDACTED	richmond va 23261-7025
06/24/08	1,500.00	REDACTED REDACTED		REDACTED	richmond va 23261-7025
06/24/08	11,000.00	REDACTED REDACTED		REDACTED	richmond va 23261-7025
06/24/08	1,000.00	REDACTED REDACTED		REDACTED	WINSTON-SALEM NC 27150
06/24/08	1,102.00	REDACTED REDACTED		REDACTED	WINSTON-SALEM NC 27150
06/24/08	1,250.00	REDACTED REDACTED		REDACTED	WINSTON-SALEM NC 27150
06/24/08	1,550.00	REDACTED REDACTED		REDACTED	WINSTON-SALEM NC 27150
06/24/08	708.00	REDACTED REDACTED		REDACTED	New Castle DE 19720
06/24/08	800.00	REDACTED REDACTED		REDACTED	New Castle DE 19720
06/24/08	7,822.32	REDACTED REDACTED		REDACTED	New Castle DE 19720
06/24/08	850.00	REDACTED REDACTED		REDACTED	New Castle DE 19720
06/24/08	1,400.00	REDACTED REDACTED		REDACTED	La Puente CA 91744

06/24/08	7,000.00	REDACTED REDACTED	REDACTED	MATTITUCK NY 11952
06/24/08	510.22	REDACTED REDACTED	REDACTED	RICHMOND VA 23261-7025
06/24/08	400.00	REDACTED REDACTED	REDACTED	Minneapolis MN 55480
06/24/08	155.00	REDACTED REDACTED	REDACTED	Minneapolis MN 55480
06/24/08	1,000.00	REDACTED REDACTED	REDACTED	Minneapolis MN 55480
06/24/08	793.32	REDACTED REDACTED	REDACTED	Minneapolis MN 55480
06/24/08	500.00	REDACTED REDACTED	REDACTED	Minneapolis MN 55480
06/24/08	575.00	REDACTED REDACTED	REDACTED	Minneapolis MN 55480
06/24/08	575.00	REDACTED REDACTED	REDACTED	Minneapolis MN 55480
06/24/08	400.00	REDACTED REDACTED	REDACTED	Minneapolis MN 55480
06/24/08	336.00	REDACTED REDACTED	REDACTED	Minneapolis MN 55480
06/24/08	750.00	REDACTED REDACTED	REDACTED	Minneapolis MN 55480
06/24/08	10.34	REDACTED REDACTED	REDACTED	Minneapolis MN 55480
06/24/08	894.32/500.00/100.00 /50.00/43.00/552.82	REDACTED REDACTED	REDACTED	Eagan MN 55121
06/24/08	252.00/300.00/300.00 /150.00/368.92/222.0 0/500.00/500.00/102. 00/500.00	REDACTED REDACTED	REDACTED	Englewood CO 80111
06/24/08	305.00/3000.00/3000. 00	REDACTED REDACTED	REDACTED	Minneapolis MN 55479
06/24/08	900.00	REDACTED REDACTED	REDACTED	Minneapolis MN 55479
06/24/08	751.00	REDACTED REDACTED	REDACTED	Minneapolis MN 55480
06/24/08	1,200.00	REDACTED REDACTED	REDACTED	Englewood CO 80111
06/24/08	1,143.30	REDACTED REDACTED	REDACTED	COLUMBUS OH 43240
06/24/08	2,018.00	REDACTED REDACTED	REDACTED	BIRMINGHAM AL 35296
06/24/08	2,152.50	REDACTED REDACTED	REDACTED	Minneapolis MN 55479
06/24/08	1,308.16	REDACTED REDACTED	REDACTED	Philadelphia PA 19148
06/24/08	625.00	REDACTED REDACTED	REDACTED	CINCINNATI OH 45263
06/24/08	395.55	REDACTED REDACTED	REDACTED	HONOLULU HI 96819
06/24/08	425.68	REDACTED REDACTED	REDACTED	NEW ORLEANS LA 70161
06/24/08	3,200.00	REDACTED REDACTED	REDACTED	LUBBOCK TX 79407
06/24/08	700.00	REDACTED REDACTED	REDACTED	SPOKANE WA 99210-2127

06/24/08	2,400.00	REDACTED REDACTED	REDACTED	COLUMBUS OH 43240
06/24/08	721.74	REDACTED REDACTED	REDACTED	AKRON OH 44307-2359
06/24/08	959.98	REDACTED REDACTED	REDACTED	Miami FL 33126
06/24/08	1,342.45	REDACTED REDACTED	REDACTED	MATTITUCK NY 11952
06/24/08	2,500.00	REDACTED REDACTED	REDACTED	Vernon Hills IL 60061
06/24/08	585.34	REDACTED REDACTED	REDACTED	New Castle DE 19720
06/24/08	1,045.70	REDACTED REDACTED	REDACTED	COLUMBUS OH 43240
06/24/08	2,025.97	REDACTED REDACTED	REDACTED	RICHMOND VA 23261-7025
06/24/08	1,717.18	REDACTED REDACTED	REDACTED	MANTUA NJ 08051
06/24/08	708.00	REDACTED REDACTED	REDACTED	LACOMBE LA 70445
06/24/08	6,489.98	REDACTED REDACTED	REDACTED	RICHMOND VA 23261-7025
06/24/08	3,700.00	REDACTED REDACTED	REDACTED	DOWNTOWN PA 19335-0904
06/24/08	806.33	REDACTED REDACTED	REDACTED	COLUMBUS OH 43240
06/24/08	1,926.30	REDACTED REDACTED	REDACTED	WAYNE NJ 07470
06/24/08	1,659.34	REDACTED REDACTED	REDACTED	Pittsburgh PA 15219
06/24/08	900.00	REDACTED REDACTED	REDACTED	MARIETTA OH 45750-0738
06/24/08	278.66	REDACTED REDACTED	REDACTED	Charlotte NC 28262
06/24/08	1,422.20	REDACTED REDACTED	REDACTED	New York NY 10018
06/24/08	945.02	REDACTED REDACTED	REDACTED	Minneapolis MN 55480
06/24/08	5,000.00	REDACTED REDACTED	REDACTED	WILSON NC 27893
06/24/08	1,331.57	REDACTED REDACTED	REDACTED	WILSON NC 27893
06/24/08	1,197.70	REDACTED REDACTED	REDACTED	Pilot Point TX 76258
06/24/08	1,665.62	REDACTED REDACTED	REDACTED	
06/24/08	1,200.00	REDACTED REDACTED	REDACTED	San Francisco CA 94163
06/24/08	1,000.00	REDACTED REDACTED	REDACTED	Eagan MN 55121
06/24/08	1,400.00	REDACTED REDACTED	REDACTED	Burlington KS 66839
06/24/08	9,300.00	REDACTED REDACTED	REDACTED	Reston VA 20190
06/24/08	33.00	REDACTED REDACTED	REDACTED	MICHIGAN CITY IN 46361
06/24/08	796.64	REDACTED REDACTED	REDACTED	Cincinnati OH 45202
06/24/08	840.00	REDACTED REDACTED	REDACTED	Minneapolis MN 55480
06/24/08	837.00	REDACTED REDACTED	REDACTED	RICHMOND VA 23261-7025
06/24/08	8,422.00	REDACTED REDACTED	REDACTED	SAN DIEGO CA 92186-5929
		REDACTED REDACTED	REDACTED	
06/26/08	951.62	REDACTED REDACTED	REDACTED	White House State NJ 08889

06/26/08	19,138.10	REDACTED REDACTED	REDACTED	New York NY 10286
06/26/08	1,319.72	REDACTED REDACTED	REDACTED	North Judson IN 46366
06/26/08	1,221.00	REDACTED REDACTED	REDACTED	Salt Lake City UT 84116
06/26/08	375.63	REDACTED REDACTED	REDACTED	Carbondale CO 81623-
06/26/08	720.00	REDACTED REDACTED	REDACTED	1856
				Philadelphia PA 19120
06/26/08	2,071.25	REDACTED REDACTED	REDACTED	San Francisco CA 94163
06/26/08	1,363.28	REDACTED REDACTED	REDACTED	Boulder CO 80301-9004
06/26/08	7,500.00	REDACTED REDACTED	REDACTED	Robbinsdale MN 55422
06/26/08	265.40	REDACTED REDACTED	REDACTED	Downers Grove IL 60515
06/26/08	26,867.00	REDACTED REDACTED	REDACTED	New Orleans LA 70118
06/26/08	473.69	REDACTED REDACTED	REDACTED	Phoenix AZ 85021
06/26/08	1,203.07	REDACTED REDACTED	REDACTED	Boston MA 02199
06/26/08	764.41	REDACTED REDACTED	REDACTED	Lynnwood WA 98037
				Wilmington DE 19850-
06/26/08	1,072.50	REDACTED REDACTED	REDACTED	5437
06/26/08	60.00	REDACTED REDACTED	REDACTED	San Francisco CA 94109
06/26/08	175.00	REDACTED REDACTED	REDACTED	Louisville KY 40290-1719
06/26/08	877.42	REDACTED REDACTED	REDACTED	Winter Springs FL 32708-
06/26/08	2,469.21	REDACTED REDACTED	REDACTED	6153
06/26/08	50.00	REDACTED REDACTED	REDACTED	Westminster MD 21157
06/26/08	2,001.50	REDACTED REDACTED	REDACTED	Chantilly VA 20151-2222
06/26/08	2,329.41	REDACTED REDACTED	REDACTED	O'Fallon MO 63366
06/26/08	10,000.00	REDACTED REDACTED	REDACTED	Davenport FL 33837
				New Orleans LA 70115
06/26/08	1,912.42	REDACTED REDACTED	REDACTED	San Francisco CA 94163
06/26/08	225.00	REDACTED REDACTED	REDACTED	Hensonville NY 12439
06/26/08	2,050.00	REDACTED REDACTED	REDACTED	Huntington WV 25702
06/26/08	2,539.34	REDACTED REDACTED	REDACTED	Oviedo FL 32765-7279
06/26/08	343.72	REDACTED REDACTED	REDACTED	Diamondhead MS 39525
06/26/08	950.00	REDACTED REDACTED	REDACTED	Memphi TN 38104
06/26/08	2,500.00	REDACTED REDACTED	REDACTED	Glen Allen VA 23058-4284

06/26/08	309.84	REDACTED REDACTED		REDACTED	Rolling Meadows IL 60008
06/26/08	762.00	REDACTED REDACTED		REDACTED	Indianapolis IN 46220
06/26/08	15,239.00	REDACTED REDACTED		REDACTED	San Diego CA 92101
06/26/08	6,456.13	REDACTED REDACTED	REDACTED	REDACTED	Mediapolis IA 52637
06/26/08	1,089.49	REDACTED REDACTED		REDACTED	Mount Olive NJ 07828
					Castle Rock CO 80109-
06/26/08	1,565.30	REDACTED REDACTED		REDACTED	7720
06/26/08	1,983.40	REDACTED REDACTED		REDACTED	Atlanta GA 30341
06/26/08	1,972.36	REDACTED REDACTED		REDACTED	Phoenix AZ 85012
06/26/08	500.00/500.00/60.00	REDACTED REDACTED	REDACTED	REDACTED	Midland TX 79703
06/26/08	1,507.69	REDACTED REDACTED		REDACTED	Miami FL 33172
06/26/08	3,616.13	REDACTED REDACTED		REDACTED	Bayonne NJ 07002
06/26/08	401.74	REDACTED REDACTED		REDACTED	Boerne TX 78006
					Diamond Springs CA
06/26/08	1,000.00	REDACTED REDACTED		REDACTED	95619
06/26/08	59.50	REDACTED REDACTED		REDACTED	WINSTON-SALEM NC 27150
06/26/08	350.00	REDACTED REDACTED		REDACTED	Oklahoma City OK 73112
06/26/08	266.07	REDACTED REDACTED		REDACTED	Corpus Christi TX 78418
06/26/08	129.50	REDACTED REDACTED		REDACTED	Houston TX 77027
06/26/08	4,168.47	REDACTED REDACTED		REDACTED	New York NY 10018
06/26/08	400.00	REDACTED REDACTED		REDACTED	Troy MI 48063
06/26/08	1,255.11	REDACTED REDACTED		REDACTED	Columbia SC 29205
06/26/08	643.49	REDACTED REDACTED		REDACTED	Honolulu HI 96817
06/26/08	1,000.00	REDACTED REDACTED		REDACTED	Darien IL 60561-5404
06/26/08	900.00	REDACTED REDACTED	REDACTED	REDACTED	Guaynabo PR 00965
06/26/08	100.00	REDACTED REDACTED		REDACTED	Huntington IN 46750-3327
06/26/08	1,217.20	REDACTED REDACTED		REDACTED	Decatur GA 30030
06/26/08	800.00	REDACTED REDACTED		REDACTED	Fox Island VA 98333
06/26/08	3,000.00	REDACTED REDACTED		REDACTED	Portland OR 97201-1021
06/26/08	2,518.05	REDACTED REDACTED		REDACTED	Bowie MD 20715-4523
06/26/08	532.39	REDACTED REDACTED		REDACTED	Bloomington IN 47404
06/26/08	290.00	REDACTED REDACTED		REDACTED	Brandon FL 33509-0874
06/26/08	1,177.66	REDACTED REDACTED		REDACTED	Sanford ME 04073

REDACTED
ITEMS BEING SENT TO BANK DRAWN ON DUE TO COMING BACK TO GMACM IN RETURN IN REDACTED

06/26/08	1,143.07	REDACTED REDACTED	REDACTED
06/26/08	350.00	REDACTED REDACTED	REDACTED
06/26/08	2,115.00	REDACTED REDACTED	REDACTED
06/26/08	700.00	REDACTED REDACTED	REDACTED
06/26/08	457.50	REDACTED REDACTED	REDACTED
06/26/08	1,470.42	REDACTED REDACTED	REDACTED
06/26/08	282.50	REDACTED REDACTED	REDACTED
06/26/08	132.23/ 133.03/ 129.82/ 135.43	REDACTED REDACTED	REDACTED
06/26/08	2,250.00	REDACTED REDACTED	REDACTED

RIVERSIDE RI 02915-0000
DENVER CO 80203-0000
WINSTON-SALEM NC 27150-0000
WINSTON-SALEM NC 27150-0000
AUSTIN TX 78766-9350
WINSTON-SALEM NC 27150-0000
BELLEVILLE MI 48111-0000
CHICAGO IL 60606-0000
RICHMOND VA 23261-7025

IN THE CHANCERY COURT FOR
HAMILTON COUNTY, TENNESSEE, AT CHATTANOOGA

MARY COLLETTE MARTIN,

PLAINTIFF,

V.

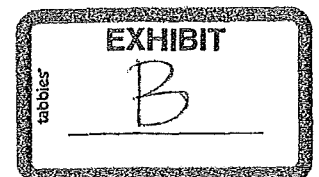
CASE NO. 08-0439

HOMECOMINGS FINANCIAL, LLC
THE BANK OF NEW YORK TRUST
COMPANY, NA, AS SUCCESSOR TO
JPMORGAN CHASE BANK, NA, AS
TRUSTEE, MERS, INC., I BUY HOUSES
CASH, INC., AND JERRY LAW,

DEFENDANTS.

HOMECOMINGS FINANCIAL, LLC;
BANK OF NEW YORK TRUST COMPANY, NA, AS TRUSTEE; AND
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.'S FIRST SET
OF INTERROGATORIES AND REQUESTS FOR THE PRODUCTION OF
DOCUMENTS TO THE PLAINTIFF

Come the Defendants, Homecomings Financial, LLC; Bank of New York Trust Company, NA, as Successor to JPMorgan Chase Bank, NA, as Trustee; and Mortgage Electronic Registration Systems, Inc., by and through counsel, and pursuant to the Tennessee Rules of Civil Procedure, propound the following interrogatories and requests for the production of documents to the Plaintiff Mary Collette Martin. Each interrogatory and request shall be answered in writing and under oath, within thirty (30) days from service of this request in accordance with the following instructions and definitions.



The Defendants request the production of the following described documents for inspection and photocopying. A request is hereby made for the production of the following described documents in accordance with the following instructions and definitions in the law offices of Kibbey – Apple Attorneys, 121 South Seventh Street, Suite 100, Louisville, Kentucky 40202.

INSTRUCTIONS

1. If the answer or a portion of the answer to any interrogatory is not made from the personal knowledge of the person answering, identify each person from whom (or document from which) information was obtained to make the particular answer, and identify each person having personal knowledge of such information.
2. If the answers or portions of answers to these interrogatories are supplied on information and belief rather than upon actual knowledge, state so specifically and describe or identify the source or sources of such information and the basis of such belief.
3. Where knowledge or information in your possession, custody or control is requested, such request includes knowledge or information possessed by your present or former agents, subordinates, employees, representatives and consultants, and, unless privileged, your attorney(s).
4. If you lack information with respect to any interrogatory or any subpart thereof, please state that fact and why, and give your best estimation as to the matter inquired about.
5. In the event that any document or information inquired about or mentioned in your answers to these interrogatories has been lost or destroyed, identify that document by author(s), addressee(s), date, subject matter, number of pages,

attachments or appendices, all persons to whom distributed, shown or explained, all persons who had custody of the document, date of loss or destruction, and the name and title of the person responsible for such loss or destruction.

6. If you object to, or refuse to answer, in whole or in part, any interrogatory propounded below, or if you refuse to provide any document requested below, on the grounds that the information requested fall within the attorney-client privilege, or is protected by the work product doctrine, or for any other reason, you are obligated to provide the following information:

- a. The nature of the privilege or doctrine you claim is applicable and the reason you invoke it;
- b. If a document is involved, identify the document and identify each and every person known to have seen the document; and
- c. If an oral communication is involved, identify the communication and identify each and every person to whom the substance of the communication has been disclosed.

7. These interrogatories and requests for production are continuous and you should furnish any additional or supplemental answers and responses to these interrogatories and requests for production and produce any additional documents which are created or discovered after the original answers and responses are tendered.

8. In your responses or answers and/or objections to these interrogatories and document requests, please repeat each interrogatory or request set forth herein, then set forth your answer or response thereto separately and fully.

9. Each document to be produced pursuant to any document request herein should be produced in and with the file folder and other documents (i.e., envelope, file cabinet marker, etc.) in which such document was located when the interrogatories were served.

10. Documents responsive to any document request herein should be produced in the condition and order of arrangement in which they existed when the requests for production were served.

DEFINITIONS

1. "You," "your," "Plaintiff," and "Plaintiff's" refer to the Plaintiff Mary Collette Martin, to whom this set of interrogatories, requests for admission and requests for production is separately addressed. In addition, in the appropriate context those words also include all persons acting in your interests or on your behalf in this action, including, but not limited to, your attorneys, employees, investigators and consultants.

2. "Communication" or "communications," as used herein, shall be understood in its broadest sense and shall include any utterance heard or overheard whether in person, by telephone, radio or otherwise, as well as documents and every other mode of intentionally conveying meaning.

3. "Document" or "documents," "writing" or "writings," as used herein, shall be understood in their broadest sense and shall mean and include all written, printed, typed, recorded or graphic matter of every kind and description, however produced or reproduced, both originals and copies, and all attachments and appendices thereto in your actual or constructive possession, custody or control. Without limiting the foregoing, the terms "document" and "documents" shall include the following: all agreements,

contracts, communications, correspondence, letters, internet email, internet communication, "Blackberry" communications, telegrams, telexes, messages, memoranda, records, reports, book, summaries or other records of telephone conversations, minutes, summaries, diaries, diary entries, calendars, appointment books, "Day Timer" entries, "Franklin Planner" entries, PDA entries, time records, billing records, billing sheets, instructions, work assignments, forecasts, statistical data, statistical statements, financial statements, engineering data of all kinds, work sheets, work papers, drafts, graphs, maps, charts, tables, accounts, analytical records, consultants' reports, investigators' reports, appraisals, notes, notices, marginal notations, notebooks, records of obligation and expenditure lists, journals, recommendations, files, printouts, compilations, tabulations, analyses, studies, surveys, transcripts of hearings, transcripts of testimony, microfilm, microfiche, articles, tape, disk, CD-ROM or DVD recordings, sound recordings, video recordings, film tape, photographs, punch cards, programs, data compilation from which information can be obtained, including matter used in data processing and other printed, written, handwritten, typewritten, recorded, stenographic computer generated, computer stored or electronic sorted matter, however and by whomever produced, prepared and reproduced, disseminated, or made.

4. "Identify" with respect to any individual means to provide the name of all requested persons, their current mailing address, and telephone number. "Identify" with respect to a document means to provide the date of the document, identify the persons who authorized, produced, consulted and/or received such document, provide a brief description of the nature and contents of such document, and to describe in particularity where such document exists.

5. "Person" or "persons" include natural persons, corporations, partnership, companies, association and joint ventures, the singular and plural forms thereof used interchangeably.

6. "Expert" refers to any natural person who has, or who purports to have, any special knowledge, skill, experience, training or education in any subject which is, or may be, involved in this action.

7. "State" shall mean to describe, specify and set forth, fully and unambiguously, using engineering, medical or scientific terms, or words of art, where necessary, each and every fact known to you relevant and responsive to the interrogatory.

INTERROGATORIES

INTERROGATORY NO. 1: Identify all persons involved in the preparation of the answers to these Interrogatories propounded by the Defendants.

ANSWER:

Mary C. Martin and my attorney.

INTERROGATORY NO. 2: Identify all persons of whom the Plaintiff is aware may have knowledge of any of the events referred to in Plaintiff's Complaint.

ANSWER:

Mary C. Martin – Regarding agreement with Homecomings, payments to Homecomings and other events surrounding and after the foreclosure.

Daniel Love – Regarding the discussions that lead to the agreement.

Catherine Dabbs – Regarding the authorization of the foreclosure.

Dee Baker, Cedric, Annette and Chad – All employees of Homecomings who has knowledge regarding why payments were not posted on Ms. Martin's account.

Laura Grifka – Has knowledge regarding my request for the foreclosure sale to be rescinded.

INTERROGATORY NO. 3: Identify each and every document that you may introduce at the trial of this matter.

ANSWER:

See response to Request for Production of Documents #4. Additionally, as documents become available or evident this interrogatory will be seasonably supplemented.

INTERROGATORY NO. 4: Identify all persons whom the Plaintiff may call as a witness in the trial of this matter, and state the substance of the facts to which each said witness is expected to testify. Please attach any written statements of these witnesses where one exists.

ANSWER:

See answer to interrogatory #2. All known written statements are attached in Request for Production of Documents #4. This interrogatory may be seasonably supplemented as more witnesses may be discovered.

INTERROGATORY NO. 5: Identify each person that you intend to introduce as an expert witness at the trial of this matter. Please include the subject matter upon which they are to testify, the substance of the facts and opinions to which they are expected to testify, and a summary of the grounds for each opinion.

ANSWER:

The Plaintiff has not identified an expert at this time. This interrogatory will be seasonable supplemented when or if said expert is identified.

INTERROGATORY NO. 6: Identify all communications between you and the Defendants, including but not limited to any letters, emails, telephone calls, facsimile transmissions, etc. Please attach any documentation thereof.

ANSWER:

All telephone conversations are listed in interrogatory #2. All written communications are produced in the Request for Production of Documents #4.

INTERROGATORY NO. 7: Identify all documents received by you from the Defendants at any time.

ANSWER:

All documents are produced in the Request for Production of Documents #4. This interrogatory may be seasonably supplemented as more documents may be discovered.

INTERROGATORY NO. 8: Identify any agreement(s) or contract(s) you allege to have existed between you and the Defendants at any time. State whether each agreement or contract was oral or written and attach any documentation thereof.

ANSWER:

Repayment agreement sent 5/2/08 attached as Request for Production of Documents #4.

INTERROGATORY NO. 9: Identify any and all payments made to the Defendant at any time, noting whether each such payment was a regular mortgage payment or made pursuant to an alleged repayment agreement.

ANSWER:

11/16/07 Regular Payment \$1,344.61

12/14/07 Regular Payment \$1,383.48

1/11/08 Regular Payment \$1,383.48

2/22/08 Regular Payment \$1,383.48

4/16/08 Two Regular Payments \$2,766.96

4/25/08 Agreement Payment \$2,766.96

5/27/08 Agreement Payment \$1,383.48

INTERROGATORY NO. 10: State whether you ever failed to tender a timely payment or payments to the Defendants and/or their agents pursuant to the Note and Mortgage. If your answer is "yes," state the date and circumstances of each such failure.

ANSWER:

Yes. The date of when I started making untimely payments is not clear at this time. In April of 2008 the January through April 2008 payments has not been paid. The reasons for such untimely payments include, but are not limited to, the fact that I was going through a divorce, unemployed for an extended period of time and had other financial problems in addition to the mortgage payment.

INTERROGATORY NO. 11: State whether the alleged repayment agreement(s) or contract(s) you claim to have had with the Defendant(s) was temporary or permanent in nature.

ANSWER:

Plaintiff objects to this interrogatory question as being vague, unclear as to the definition of temporary or permanent, not intended to lead to discoverable facts and not relevant to the issues at hand, but without waiving said objections the Plaintiff states that the agreement was permanent in that it would be enforceable upon both parties especially as to the section where the foreclosure was to be stopped and temporary in that the payments under the agreement was only for a short period of time.

INTERROGATORY NO. 12: Identify the amounts you allege you were to pay under the agreement(s) or contract(s).

ANSWER:

\$2,766.96 on or before 4/28/08 and \$1,383.48 on or before 5/28/08.

INTERROGATORY NO. 13: Identify the source of funds from which you intended to pay such amounts under the alleged agreement or contract(s), specifically naming any bank accounts, credit sources, or other fund sources.

ANSWER:

Personal checking account – First TN Bank

INTERROGATORY NO. 14: State whether you had applied or intended to apply for any refinancing of the real estate that is the subject of your Complaint. Attach any documentation thereof.

ANSWER:

I had not applied with any other intuition regarding refinancing of my home. I had talked with Homecomings regarding getting my ex-husband off the mortgage note. I intended to apply for refinancing of my home after I got my mortgage note modified.

INTERROGATORY NO. 15: State whether you believe any payment or payments tendered by you were wrongfully denied or refused by the Plaintiff. If your answer is "yes," please provide details such as the date and amount of the payment(s), and the reasons given for such denial or refusal, if any.

ANSWER:

Yes. The first payment that was returned was my online payment of \$2,766.96 paid on 4/16/08. Not reason was given by Homecomings regarding that payment. The second payment that was refused and returned was the \$2,766.96 payment made on 4/28/08. This payment was received by D. Neblett at 8:38am on 4/28/08. Reasons told to me for the return of the payment included lack of loan number on check (although the loan number was attached), inability to look up loan number (despite my name being printed on the check), my name being too common to determine which account to apply the payment, etc. The third payment that was refused was the \$1,383.48 check delivered on 5/28/08. Here again no reason for refusal was given but one can assume it was because Homecomings has already foreclosed on my home.

INTERROGATORY NO. 16: Identify any and all factual support upon which you base your allegations in Paragraph #38 of your Complaint.

ANSWER:

See the Repayment Agreement, Cashier's Checks, and documentation of delivery of checks to Homecomings attached to Request for Production of Documents #4.

Additionally Homecomings never gave me notification of their rescission of the agreement. No one at Homecomings told me that the agreement had been rescinded when I talked to them on the phone. Homecomings refused my payments after agreeing to accept said payments. Homecomings did all these things with the knowledge that I would loose my home and they would earn more money.

INTERROGATORY NO. 17: State how many months you were behind in your payments on the date you allege you entered into an agreement or contract with the Defendant(s).

ANSWER:

Four including April, but it would have only been two payments if Homecomings had not returned my online payment.

INTERROGATORY NO. 18: Identify any and all factual bases for your allegations in Paragraph #40 of your Complaint that each of the Defendants acted in bad faith.

ANSWER:

In addition to the statements in interrogatory 16, Homecomings breached the agreement that we entered into. Homecomings failed to accept and apply my payment that I sent to Homecomings pursuant to the instruction of Homecomings known to me at the time.

INTERROGATORY NO. 19: Identify any and all factual bases for your allegation that the Defendants owed any fiduciary duty to the Plaintiff.

ANSWER:

MERS holds my home in trust for the benefit of all parties. They have the burden of making sure that if there is a foreclosure that said foreclosure is pursuant to the terms of the mortgage note and the deed of trust. MERS failed in that duty.

INTERROGATORY NO. 20: Identify any and all facts upon which you rely to support your allegation of a breach of the alleged fiduciary duty.

ANSWER:

MERS foreclosed on my home without any investigation into the actual facts if any.

INTERROGATORY NO. 21: Identify the date you first missed a mortgage payment and identify any subsequent missed payments.

ANSWER:

Plaintiff objects to this interrogatory question as being vague, unclear as to the definition of missed payments, not intended to lead to discoverable facts and not relevant to the issues at hand, but without waiving said objections the Plaintiff states that at this time she does not know when was the first time that she was untimely in making a payment, but I do know that from September 2007 I was untimely in making payments.

INTERROGATORY NO. 22: Identify the financial or other reasons that contributed to your failure to make timely payments on the loan.

ANSWER:

See answer to Interrogatory # 10.

INTERROGATORY NO. 23: Identify every person who has, or claims to have, or is believed to have, any knowledge in any way relevant to this action and whose name has not been listed in response to these interrogatories or requests.

ANSWER:

At this time I am unaware of any person who meets the aforementioned description, but will seasonably supplement this interrogatory if necessary.

INTERROGATORY NO. 24: State and *itemize* any and *all* damages claimed by you for which you allege these Defendants to be responsible to you.

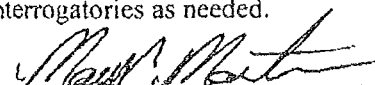
ANSWER:

Accrued interest on payments that were refused – increasing daily.
Add charges to my mortgage account that relate in any way to the foreclosure on my home – to be calculated upon receipt of discovery.
Attorney fees – to be determined at the end of this matter.
Stress – to be determined by the Trier of fact.
Postage – increases with each certified return receipt.
Damages relating to injury to credit score.
All payments to I Buy Houses Cash as a result of the invalid sale of the property.

INTERROGATORY NO. 25: State whether you will supplement these responses as necessary.

ANSWER:

As stated earlier, I will seasonably supplement all interrogatories as needed.




Mary C. Martin

State of Tennessee)
County of Hamilton)

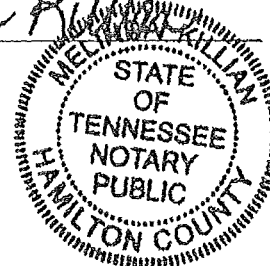
Before me, the undersigned notary public, personally appeared Mary C. Martin, known to me to be the person who executed the foregoing instrument, and who upon her oath stated that the foregoing answers are true to the best of her knowledge, information and belief.

In witness whereof, I have hereunto set my hand affixed my seal this 5th day of September 2008.



Notary Public

My Commission Expires: 1/23/2010



REQUESTS FOR PRODUCTION OF DOCUMENTS

1. All documents which directly or indirectly evidence any communications identified or referred to in your answers to the Interrogatories herein. This documentation should include, but is not limited to: any communications between you and the Defendants, their employees, or agents.

RESPONSE:

See attached.

2. All and all documents that you purport provide evidence of any agreement or contract between you and any Defendant, and a full and accurate copy of each and every contract or agreement you allege to have existed between you and any Defendant.

RESPONSE:

See attached.

3. A copy of the curriculum vitae of each and every expert that you expect to call at trial.

RESPONSE:

Will seasonably supplement.

4. All documents you intend to introduce as exhibits at trial.

RESPONSE:

Plaintiff may use any document attached to this Request for Production of Documents and will seasonably supplement any additional documents.

5. Any documents referencing your payment obligations on the subject mortgage loan and any amounts paid by you on the loan; including but not limited to: checks, electronic funds transfers, online payments, bills or statements received, summaries of payments to date, bank statements showing payment history, etc.

RESPONSE:

See attached.

6. Any and all documents referencing any payments you allege were made pursuant to any payment agreement or other contract between you and any Defendant(s).

RESPONSE:

See attached.

7. Statements from all financial accounts with your name on them, either individually or jointly.

RESPONSE:

Plaintiff objects to this Request as not intended to lead to discoverable evidence and not relevant to theses proceedings.

8. Documentation of all assets owned by you at the time this action accrued, including but not limited to stocks, CD's, vehicles, and real estate other than the subject real estate.

RESPONSE:

Plaintiff objects to this Request as not intended to lead to discoverable evidence and not relevant to these proceedings.

9. Copies of your W-2 federal tax forms for the previous 3 years.

RESPONSE:

Plaintiff objects to this Request as not intended to lead to discoverable evidence and not relevant to these proceedings.

10. Any applications for refinancing of the property which is the subject of your Complaint.

RESPONSE:

None

11. Any documents which reference or evidence any attempts at refinancing of the property which is the subject of your Complaint.

RESPONSE:

None

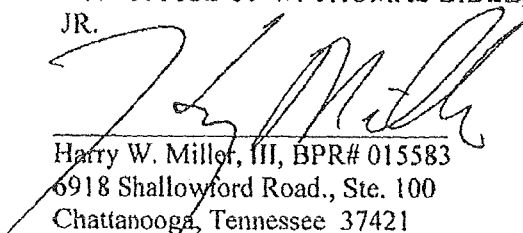
12. Any other documents responsive to the Interrogatories herein.

RESPONSE:

See attached documents.

Respectfully Submitted,

LAW OFFICE OF W. THOMAS BIBLE,
JR.



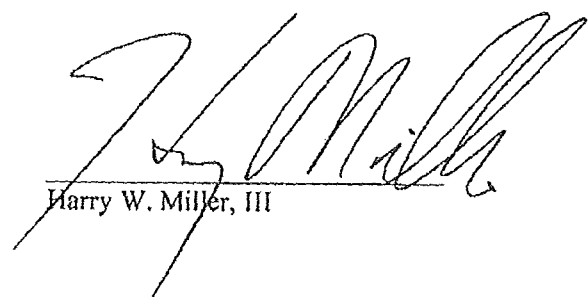
Harry W. Miller, III, BPR# 015583
6918 Shallowford Road., Ste. 100
Chattanooga, Tennessee 37421
(423) 424-3116
(423) 533-0639
harry@tombiblelaw.com
Counsel for the Plaintiff

CERTIFICATE OF SERVICE

It is hereby certified that a true and current copy of the foregoing was on this 11th day of
September 2008 sent via regular U.S. mail to the following:

Jeffrey W. Kibbey
Kibby - Apple Attorneys
121 S. Seventh Street
Suite 100
Louisville, KY 40202

Harry Cash, Esquire
633 Chestnut Street
Suite 900
Chattanooga, Tennessee 37450



Harry W. Miller, III

Exhibit G

IN THE CHANCERY COURT FOR
HAMILTON COUNTY, TENNESSEE, AT CHATTANOOGA

MARY COLLETTE MARTIN,

PLAINTIFF,

V.

CASE NO. 08-0439

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COMPANY, NA, AS SUCCESSOR TO
JPMORGAN CHASE BANK, NA, AS
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**HOMEcomings FINANCIAL, LLC;
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MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.'S FIRST SET
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5. In the event that any document or information inquired about or mentioned in your answers to these interrogatories has been lost or destroyed, identify that document by author(s), addressee(s), date, subject matter, number of pages,

attachments or appendices, all persons to whom distributed, shown or explained, all persons who had custody of the document, date of loss or destruction, and the name and title of the person responsible for such loss or destruction.

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contracts, communications, correspondence, letters, internet email, internet communication, "Blackberry" communications, telegrams, telexes, messages, memoranda, records, reports, book, summaries or other records of telephone conversations, minutes, summaries, diaries, diary entries, calendars, appointment books, "Day Timer" entries, "Franklin Planner" entries, PDA entries, time records, billing records, billing sheets, instructions, work assignments, forecasts, statistical data, statistical statements, financial statements, engineering data of all kinds, work sheets, work papers, drafts, graphs, maps, charts, tables, accounts, analytical records, consultants' reports, investigators' reports, appraisals, notes, notices, marginal notations, notebooks, records of obligation and expenditure lists, journals, recommendations, files, printouts, compilations, tabulations, analyses, studies, surveys, transcripts of hearings, transcripts of testimony, microfilm, microfiche, articles, tape, disk, CD-ROM or DVD recordings, sound recordings, video recordings, film tape, photographs, punch cards, programs, data compilation from which information can be obtained, including matter used in data processing and other printed, written, handwritten, typewritten, recorded, stenographic computer generated, computer stored or electronic sorted matter, however and by whomever produced, prepared and reproduced, disseminated, or made.

4. "Identify" with respect to any individual means to provide the name of all requested persons, their current mailing address, and telephone number. "Identify" with respect to a document means to provide the date of the document, identify the persons who authorized, produced, consulted and/or received such document, provide a brief description of the nature and contents of such document, and to describe in particularity where such document exists.

5. “Person” or “persons” include natural persons, corporations, partnership, companies, association and joint ventures, the singular and plural forms thereof used interchangeably.

6. “Expert” refers to any natural person who has, or who purports to have, any special knowledge, skill, experience, training or education in any subject which is, or may be, involved in this action.

7. “State” shall mean to describe, specify and set forth, fully and unambiguously, using engineering, medical or scientific terms, or words of art, where necessary, each and every fact known to you relevant and responsive to the interrogatory.

INTERROGATORIES

INTERROGATORY NO. 1: Identify all persons involved in the preparation of the answers to these Interrogatories propounded by the Defendants.

ANSWER:

Mary C. Martin and my attorney.

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ANSWER:

Mary C. Martin – Regarding agreement with Homecomings, payments to Homecomings and other events surrounding and after the foreclosure.

Daniel Love – Regarding the discussions that lead to the agreement.

Catherine Dabbs – Regarding the authorization of the foreclosure.

Dee Baker, Cedric, Annette and Chad – All employees of Homecomings who has knowledge regarding why payments were not posted on Ms. Martin’s account.

Laura Grifka – Has knowledge regarding my request for the foreclosure sale to be rescinded.

INTERROGATORY NO. 3: Identify each and every document that you may introduce at the trial of this matter.

ANSWER:

See response to Request for Production of Documents #4. Additionally, as documents become available or evident this interrogatory will be seasonably supplemented.

INTERROGATORY NO. 4: Identify all persons whom the Plaintiff may call as a witness in the trial of this matter, and state the substance of the facts to which each said witness is expected to testify. Please attach any written statements of these witnesses where one exists.

ANSWER:

See answer to interrogatory #2. All known written statements are attached in Request for Production of Documents #4. This interrogatory may be seasonably supplemented as more witnesses may be discovered.

INTERROGATORY NO. 5: Identify each person that you intend to introduce as an expert witness at the trial of this matter. Please include the subject matter upon which they are to testify, the substance of the facts and opinions to which they are expected to testify, and a summary of the grounds for each opinion.

ANSWER:

The Plaintiff has not identified an expert at this time. This interrogatory will be seasonable supplemented when or if said expert is identified.

INTERROGATORY NO. 6: Identify all communications between you and the Defendants, including but not limited to any letters, emails, telephone calls, facsimile transmissions, etc. Please attach any documentation thereof.

ANSWER:

All telephone conversations are listed in interrogatory #2. All written communications are produced in the Request for Production of Documents #4.

INTERROGATORY NO. 7: Identify all documents received by you from the Defendants at any time.

ANSWER:

All documents are produced in the Request for Production of Documents #4. This interrogatory may be seasonably supplemented as more documents may be discovered.

INTERROGATORY NO. 8: Identify any agreement(s) or contract(s) you allege to have existed between you and the Defendants at any time. State whether each agreement or contract was oral or written and attach any documentation thereof.

ANSWER:

Repayment agreement sent 5/2/08 attached as Request for Production of Documents #4.

INTERROGATORY NO. 9: Identify any and all payments made to the Defendant at any time, noting whether each such payment was a regular mortgage payment or made pursuant to an alleged repayment agreement.

ANSWER:

11/16/07 Regular Payment \$1,344.61
12/14/07 Regular Payment \$1,383.48
1/11/08 Regular Payment \$1,383.48
2/22/08 Regular Payment \$1,383.48
4/16/08 Two Regular Payments \$2,766.96
4/25/08 Agreement Payment \$2,766.96
5/27/08 Agreement Payment \$1,383.48

INTERROGATORY NO. 10: State whether you ever failed to tender a timely payment or payments to the Defendants and/or their agents pursuant to the Note and Mortgage. If your answer is "yes," state the date and circumstances of each such failure.

ANSWER:

Yes. The date of when I started making untimely payments is not clear at this time. In April of 2008 the January through April 2008 payments has not been paid. The reasons for such untimely payments include, but are not limited to, the fact that I was going through a divorce, unemployed for an extended period of time and had other financial problems in addition to the mortgage payment.

INTERROGATORY NO. 11: State whether the alleged repayment agreement(s) or contract(s) you claim to have had with the Defendant(s) was temporary or permanent in nature.

ANSWER:

Plaintiff objects to this interrogatory question as being vague, unclear as to the definition of temporary or permanent, not intended to lead to discoverable facts and not relevant to the issues at hand, but without waiving said objections the Plaintiff states that the agreement was permanent in that it would be enforceable upon both parties especially as to the section where the foreclosure was to be stopped and temporary in that the payments under the agreement was only for a short period of time.

INTERROGATORY NO. 12: Identify the amounts you allege you were to pay under the agreement(s) or contract(s).

ANSWER:

\$2,766.96 on or before 4/28/08 and \$1,383.48 on or before 5/28/08.

INTERROGATORY NO. 13: Identify the source of funds from which you intended to pay such amounts under the alleged agreement or contract(s), specifically naming any bank accounts, credit sources, or other fund sources.

ANSWER:

Personal checking account – First TN Bank

INTERROGATORY NO. 14: State whether you had applied or intended to apply for any refinancing of the real estate that is the subject of your Complaint. Attach any documentation thereof.

ANSWER:

I had not applied with any other intuition regarding refinancing of my home. I had talked with Homecomings regarding getting my ex-husband off the mortgage note. I intended to apply for refinancing of my home after I got my mortgage note modified.

INTERROGATORY NO. 15: State whether you believe any payment or payments tendered by you were wrongfully denied or refused by the Plaintiff. If your answer is "yes," please provide details such as the date and amount of the payment(s), and the reasons given for such denial or refusal, if any.

ANSWER:

Yes. The first payment that was returned was my online payment of \$2,766.96 paid on 4/16/08. Not reason was given by Homecomings regarding that payment. The second payment that was refused and returned was the \$2,766.96 payment made on 4/28/08. This payment was received by D. Neblett at 8:38am on 4/28/08. Reasons told to me for the return of the payment included lack of loan number on check (although the loan number was attached), inability to look up loan number (despite my name being printed on the check), my name being too common to determine which account to apply the payment, etc. The third payment that was refused was the \$1,383.48 check delivered on 5/28/08. Here again no reason for refusal was given but one can assume it was because Homecomings has already foreclosed on my home.

INTERROGATORY NO. 16: Identify any and all factual support upon which you base your allegations in Paragraph #38 of your Complaint.

ANSWER:

See the Repayment Agreement, Cashier's Checks, and documentation of delivery of checks to Homecomings attached to Request for Production of Documents #4.

Additionally Homecomings never gave me notification of their rescission of the agreement. No one at Homecomings told me that the agreement had been rescinded when I talked to them on the phone. Homecomings refused my payments after agreeing to accept said payments. Homecomings did all these things with the knowledge that I would loose my home and they would earn more money.

INTERROGATORY NO. 17: State how many months you were behind in your payments on the date you allege you entered into an agreement or contract with the Defendant(s).

ANSWER:

Four including April, but it would have only been two payments if Homecomings had not returned my online payment.

INTERROGATORY NO. 18: Identify any and all factual bases for your allegations in Paragraph #40 of your Complaint that each of the Defendants acted in bad faith.

ANSWER:

In addition to the statements in interrogatory 16, Homecomings breached the agreement that we entered into. Homecomings failed to accept and apply my payment that I sent to Homecomings pursuant to the instruction of Homecomings known to me at the time.

INTERROGATORY NO. 19: Identify any and all factual bases for your allegation that the Defendants owed any fiduciary duty to the Plaintiff.

ANSWER:

MERS holds my home in trust for the benefit of all parties. They have the burden of making sure that if there is a foreclosure that said foreclosure is pursuant to the terms of the mortgage note and the deed of trust. MERS failed in that duty.

INTERROGATORY NO. 20: Identify any and all facts upon which you rely to support your allegation of a breach of the alleged fiduciary duty.

ANSWER:

MERS foreclosed on my home without any investigation into the actual facts if any.

INTERROGATORY NO. 21: Identify the date you first missed a mortgage payment and identify any subsequent missed payments.

ANSWER:

Plaintiff objects to this interrogatory question as being vague, unclear as to the definition of missed payments, not intended to lead to discoverable facts and not relevant to the issues at hand, but without waiving said objections the Plaintiff states that at this time she does not know when was the first time that she was untimely in making a payment, but I do know that from September 2007 I was untimely in making payments.

INTERROGATORY NO. 22: Identify the financial or other reasons that contributed to your failure to make timely payments on the loan.

ANSWER:

See answer to Interrogatory # 10.

INTERROGATORY NO. 23: Identify every person who has, or claims to have, or is believed to have, any knowledge in any way relevant to this action and whose name has not been listed in response to these interrogatories or requests.

ANSWER:

At this time I am unaware of any person who meets the aforementioned description, but will seasonably supplement this interrogatory if necessary.

INTERROGATORY NO. 24: State and *itemize* any and *all* damages claimed by you for which you allege these Defendants to be responsible to you.

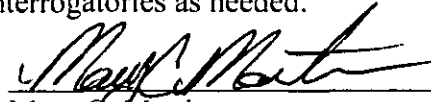
ANSWER:

Accrued interest on payments that were refused – increasing daily.
Add charges to my mortgage account that relate in any way to the foreclosure on my home – to be calculated upon receipt of discovery.
Attorney fees – to be determined at the end of this matter.
Stress – to be determined by the Trier of fact.
Postage – increases with each certified return receipt.
Damages relating to injury to credit score.
All payments to I Buy Houses Cash as a result of the invalid sale of the property.

INTERROGATORY NO. 25: State whether you will supplement these responses as necessary.

ANSWER:

As stated earlier, I will seasonably supplement all interrogatories as needed.

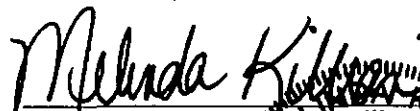


Mary C. Martin

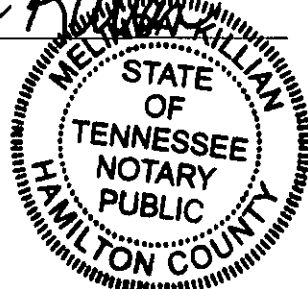
State of Tennessee)
County of Hamilton)

Before me, the undersigned notary public, personally appeared Mary C. Martin, known to me to be the person who executed the foregoing instrument, and who upon her oath stated that the foregoing answers are true to the best of her knowledge, information and belief.

In witness whereof, I have hereunto set my hand affixed my seal this 5th day of September 2008.



Notary Public



My Commission Expires: 1/23/2010

REQUESTS FOR PRODUCTION OF DOCUMENTS

1. All documents which directly or indirectly evidence any communications identified or referred to in your answers to the Interrogatories herein. This documentation should include, but is not limited to: any communications between you and the Defendants, their employees, or agents.

RESPONSE:

See attached.

2. All and all documents that you purport provide evidence of any agreement or contract between you and any Defendant, and a full and accurate copy of each and every contract or agreement you allege to have existed between you and any Defendant.

RESPONSE:

See attached.

3. A copy of the curriculum vitae of each and every expert that you expect to call at trial.

RESPONSE:

Will seasonably supplement.

4. All documents you intend to introduce as exhibits at trial.

RESPONSE:

Plaintiff may use any document attached to this Request for Production of Documents and will seasonably supplement any additional documents.

5. Any documents referencing your payment obligations on the subject mortgage loan and any amounts paid by you on the loan; including but not limited to: checks, electronic funds transfers, online payments, bills or statements received, summaries of payments to date, bank statements showing payment history, etc.

RESPONSE:

See attached.

6. Any and all documents referencing any payments you allege were made pursuant to any payment agreement or other contract between you and any Defendant(s).

RESPONSE:

See attached.

7. Statements from all financial accounts with your name on them, either individually or jointly.

RESPONSE:

Plaintiff objects to this Request as not intended to lead to discoverable evidence and not relevant to these proceedings.

8. Documentation of all assets owned by you at the time this action accrued, including but not limited to stocks, CD's, vehicles, and real estate other than the subject real estate.

RESPONSE:

Plaintiff objects to this Request as not intended to lead to discoverable evidence and not relevant to theses proceedings.

9. Copies of your W-2 federal tax forms for the previous 3 years.

RESPONSE:

Plaintiff objects to this Request as not intended to lead to discoverable evidence and not relevant to theses proceedings.

10. Any applications for refinancing of the property which is the subject of your Complaint.

RESPONSE:

None

11. Any documents which reference or evidence any attempts at refinancing of the property which is the subject of your Complaint.

RESPONSE:

None

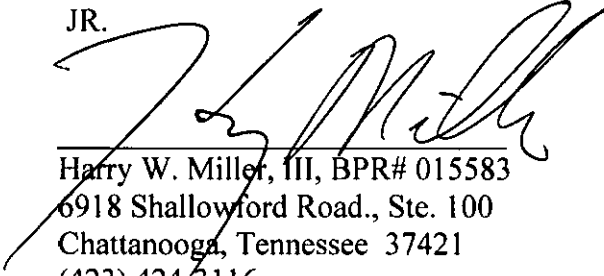
12. Any other documents responsive to the Interrogatories herein.

RESPONSE:

See attached documents.

Respectfully Submitted,

LAW OFFICE OF W. THOMAS BIBLE,
JR.



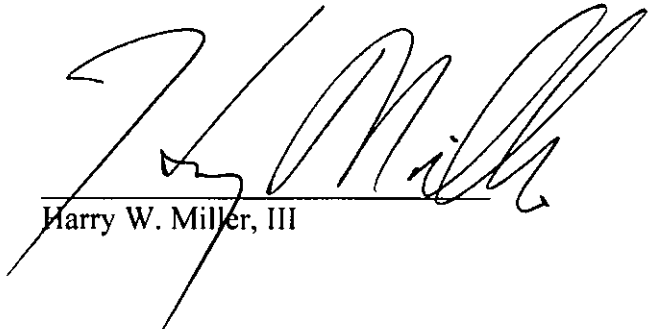
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(423) 424-3116
(423) 533-0639
harry@tombiblelaw.com
Counsel for the Plaintiff

CERTIFICATE OF SERVICE

It is hereby certified that a true and current copy of the foregoing was on this 11th day of
September 2008 sent via regular U.S. mail to the following:

Jeffrey W. Kibbey
Kibby – Apple Attorneys
121 S. Seventh Street
Suite 100
Louisville, KY 40202

Harry Cash, Esquire
633 Chestnut Street
Suite 900
Chattanooga, Tennessee 37450



Harry W. Miller, III